

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813

May 13, 2010

Chairperson and Members
Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

Board members:

**SUBJECT: REQUEST FOR APPROVAL OF FEDERAL FUNDS SUB-GRANT TO
MAUI COASTAL LAND TRUST FOR PURCHASE OF NU'U MAKAI
WETLAND RESERVE**

SUMMARY:

The Division of Forestry and Wildlife has secured a total of \$1,794,500 from a grant through the US Fish and Wildlife Service, Recovery Lands Acquisition (RLA) program, and \$1,000,000 through the US Fish and Wildlife Service, National Coastal Wetlands (NCW) grant program for the purchase of approximately 78-acres of land at Nu'u Makai, Maui, for the purpose of conservation of endangered species and their habitats, and protection and restoration of coastal wetland resources. This submittal requests the Board to authorize the Division of Forestry and Wildlife to pass through those federal funds as a sub-grant to the Maui Coastal Land Trust (Trust) for purchase of said parcel for the establishment of the Nu'u Makai Wetland Reserve, Maui.

BACKGROUND:

The proposed acquisition of the 78-acre Nu'u Makai Wetland Reserve (Nu'u Makai) by the Maui Coastal Land Trust will preserve and facilitate the restoration of Maui's best remaining southeast coastal wetland. Once acquired, Nu'u Makai will become an integral part of a very extensive landscape-scale network of protected areas on Maui that include Kanaha Pond State Wildlife Sanctuary, Kealia National Wildlife Refuge and Waihe'e Coastal Dunes and Wetlands Refuge. Acquisition of Nu'u Makai will help to further connect waterbird habitat restoration efforts on the island of Maui and upon acquisition the site will become an integral facet of the extensive Leeward Haleakala Watershed Restoration Partnership and Haleakala National Park at Kipahulu. Nu'u Makai provides habitat necessary for the recovery of three State and federally listed endangered waterbirds, and once acquired will serve as a potential re-introduction site for

Hawaiian Moorhen (*Gallinula chloropus sandvicensis*), Hawaiian Goose or Nene (*Branta sandvicensis*), and the Laysan Teal (*Anas laysanensis*). In addition, its habitat type, location, and elevation provide outplanting potential for at least five endangered Hawaiian plant species including: *Vigna o-wahuensis*, *Bonamia menziesii*, *Sebania tomentosa*, *Cenchrus agrimonioides*, and *Mariscus pennatifolius*. The acquisition and protection of Nu'u Makai will thus further various actions called for in the Multi-Island Plant Recovery Plan and the Maui Cluster of endangered plants. The protection and enhancement of the wetlands at Nu'u Makai will also benefit the adjacent marine intertidal and nearshore environment-rich fishing areas and a known haulout site for the endangered Hawaiian Monk Seal (*Monachus schauinslandi*).

DISCUSSION:

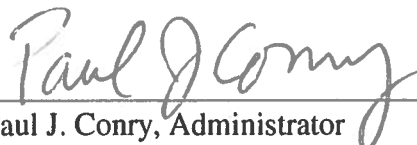
The ultimate goal of the proposed acquisition is to purchase the Nu'u Makai property, extinguish development rights, restore the wetlands for recovery of native flora and fauna, and enhance and protect the conservation values of the property *in perpetuity*. Staff anticipate that this project will be of great importance for the conservation of wetland species on the island of Maui. Due to the site's location, Nu'u Makai serves as the "jumping off" point for avian migration to the island of Hawaii, approximately 30 miles to the southeast across the Alenuihaha Channel. Several species, including the endangered Hawaiian Stilt (*Himantopus mexicanus knudseni*) and the Hawaiian Coot (*Fulica alai*) use the site for nesting, feeding, and resting. Additionally, an endangered invertebrate, the Blackburn's Hawaiian Damselfly (*Megalagrion blackburni*) has been recorded from the pond and marshy wetlands of Nu'u Makai in recent years.

RECOMMENDATION:

That the Board delegate to the Chair the authority to develop an Agreement to Subgrant between the Maui Coastal Land Trust and the Department to provide federal RLA and NCWP grant funds to the Trust for the acquisition of this important wetland reserve, subject to review and approval of the Attorney General and such other terms and conditions as the Chairperson may approve.

Attachment: Draft Agreement to Subgrant

Respectfully submitted,


Paul J. Conry, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:


LAURA H. THIELEN, Chairperson

AGREEMENT TO SUBGRANT

Between:

**MAUI COASTAL LAND TRUST
&
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

DRAFT

This Agreement to Subgrant entered into on _____, 2010 by and between THE MAUI COASTAL LAND TRUST, a Hawaii nonprofit corporation, having an address at P.O. Box 330731, Kahului, Hawaii 96733 ("MCLT") and the STATE OF HAWAII through its Department of Land and Natural Resources ("DLNR"), whose principal place of business is 1151 Punchbowl Street, Honolulu, Hawaii 96813.

EXHIBITS

Exhibit A Recovery Land Acquisition Grant Proposal
Exhibit B National Coastal Wetland Grant Project Application
Exhibit C Checklist for Acquisition Subgrants

RECITALS

WHEREAS, the Department of the Interior, acting through its Fish and Wildlife Service ("FWS") and DLNR have entered into a Recovery Land Acquisition Grant Agreement No. E-13-RL-1 & a National Coastal Wetlands Grant Agreement No. C-6-L-1 to facilitate the acquisition of real property identified in said Grant Agreements;

WHEREAS, the FWS will permit DLNR to subgrant FWS grant funds to another state or local agency or non-profit organization ("potential recipients"), conditioned on the grant funds being used to acquire the identified real property and the potential recipient agreeing to accept all of the provisions and obligations set forth in said Grant Agreements;

WHEREAS, MCLT is a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, whose purpose includes preserving and protecting coastal lands in Maui Nui for the benefit of the natural environment and of current and future generations.

WHEREAS, MCLT will purchase, in fee simple, that certain real property, situate at Kaupo, County of Maui, State of Hawaii, consisting of 78 acres, more or less, and bearing tax map key ("TMK") number (2) 1-8-01-001, as more particularly described in Exhibits A & B ("Nu`u Makai Wetlands Acquisition, Preservation, and Habitat Restoration Project" & "Nu`u Coastal Wetlands Refuge");

WHEREAS, MCLT and DLNR desire that the 78 acre Property be protected in perpetuity as part of the Nu`u Makai Wetlands Reserve, as a conservation area for native wildlife habitat, open space, cultural resources, coastal resources and passive public recreation; and

NOW THEREFORE, DLNR and MCLT agree to a subgrant of the FWS grant funds to MCLT in accordance with the following terms and conditions. DLNR hereby agrees to subgrant to MCLT an amount not to exceed the sum of Two Million Seven Hundred and Fifty Nine Thousand Five Hundred and No/100 Dollars (\$2,759,500.00) ("Grant Funds"), subject to the terms and conditions of this Agreement to Subgrant.

A. PURPOSE OF SUBGRANT

DLNR is making this Subgrant, using funds to DLNR by FWS, for the purpose of facilitating MCLT's acquisition of 78 acres, more or less, of land as part of the Nu`u Makai Wetland Reserve, as more particularly described in Exhibits A & B, which are attached hereto and made a part hereof by this reference.

MCLT agrees that if the Grant Funds are received and it acquires the Property, such acquisition will be for the purposes of conservation area for native wildlife habitat, open space, cultural resources, coastal resources, and passive public recreation, and the provisions of Recovery Land Acquisition Grant Agreement No.E-13-RL-1 & National Coastal Wetlands Grant Agreement No.C-6-L-1.

B. CONDITIONS OF SUBGRANT

1. MCLT agrees to purchase and forever hold in fee simple the 78 acres, more or less, of the Nu`u Makai Wetland Reserve consisting of the following parcel: TMK (2) 1-8-001:001 from Kaupo Ranch for a purchase price of Two Million Seven Hundred and Fifty Nine Thousand Five Hundred and No/100 Dollars (\$2,759,500.00). The anticipated closing date for this purchase is June 30, 2010.

2. MCLT agrees to establish Nu`u Makai Wetland Reserve on the 78 acres, more or less, TMK (2) 1-8-01-001.

3. FWS shall provide the Grant Funds in an amount not to exceed \$2,759,500.00 for purchase of the 78 acres, more or less, which will be designated as the Nu`u Makai Wetland Reserve, such funds to be made available for escrow prior to the closing date.

4. As owner of the Nu`u Makai Wetland Reserve, MCLT shall:

a. Create an integrated Management Plan for restoring the wetlands and coastal strand areas of the Nu`u Makai Wetland Reserve that consists of:

- i. A Predator Control Program describing the goals, objectives, and implementation steps for predator control in the Reserve;
- ii. An Invasive Species Program describing the goals, objectives and implementation steps for invasive species removal in the Reserve;

b. Seek external funding for implementation of the Management Plan.

c. Implement the Management Plan.

d. Manage, conduct, and oversee the restoration efforts specified in the Management Plan.

e. Work with the local community and cultural groups to create an archeological conservation plan.

f. Preserve and restore (possibly) archeological features of the site including heiau and burial areas.

5. DLNR shall be given opportunity to review and comment on the Management Plan as it is being developed and appropriate staff shall be allowed to participate in the planning process.

6. At the request of DLNR, MCLT shall allow DLNR access to the subject property to assess compliance with the terms and conditions contained herein.

7. MCLT shall not transfer, mortgage, hypothecate, or pledge the subject property or any portion thereof without the prior written approval of DLNR.

8. Consistent with cultural and environmental resource protection and public safety, and subject to the rights of native tenants, appropriate portions of the subject property, including but not limited to all of the shoreline and access thereto, shall be open to the public at reasonable days and times.

9. In the event that MCLT is unable to continue operations or is otherwise unable to manage the property, subject to the approval of the State of Hawaii Board of Land and Natural Resources ("BLNR"), title to the subject property shall be conveyed by MCLT to another appropriate conservation organization or agency which will continue to manage the property for the conservation values specified in the Deed. Alternatively, subject to BLNR approval, the property may be conveyed to DLNR free and clear of any liens and encumbrances not previously approved by BLNR and DLNR will continue to manage the property for the conservation values specified in the Deed. Any conveyance to DLNR shall be done *gratis* and MCLT shall be responsible for any and all fees and costs associated with the conveyance. Furthermore, any transfer of interest in the property shall comply with USFWS Recovery Land Acquisition Grant and National Coastal Wetland Grant program rules.

10. The recorded Deed to MCLT shall include the following language:

a. This property has been acquired with funds from the USFWS Section 6 Recovery Land Acquisition and National Coastal Wetland Grants. Title to the property conveyed by this Deed shall vest in MCLT subject to the condition that the property shall be managed for land conservation purposes only, and shall not convert to other uses. In the event that MCLT is unable to continue operations or is otherwise unable to manage the property, subject to the approval of the State of Hawaii Board of Land and Natural Resources

("BLNR"), title to the subject property shall be conveyed by MCLT to another appropriate conservation organization or agency which will continue to manage the property for the conservation values specified in the Deed. Alternatively, subject to BLNR approval, the property may be conveyed to DLNR free and clear of any liens and encumbrances not previously approved by BLNR and DLNR will continue to manage the property for the conservation values specified in the Deed. Any conveyance to DLNR shall be done *gratis* and MCLT shall be responsible for any and all fees and costs associated with the conveyance. Furthermore, any transfer of interest in the property shall comply with USFWS Recovery Land Acquisition Grant and National Coastal Wetland Grant program rules.

b. The Nu`u Makai Wetland Reserve property has been acquired in part with funds from the U.S. Fish and Wildlife Service, ("Service") and the property described is subject to all the terms and conditions of Grant Agreement Numbers E-13-RL-1 & C-6-L-1 between the SERVICE and DLNR. A copy of the Grant Agreements is kept on file at the offices of the SERVICE, Eastside Federal Complex, 911 N.W. 11th Avenue, Portland, Oregon 97232-4181 and at the offices of DLNR, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

c. This acquisition is for the protection of threatened or endangered species habitat and for restoration or enhancement of coastal wetlands habitat in perpetuity and shall run with the land to all heirs and successors.

d. When subject property is used for purposes which interfere with the accomplishment of approved purposes, the violating activities must cease and any adverse effects resulting must be remedied (43 CFR 12.71 & 50 CFR 80.14).

11. Prior to the last to occur of (1) DLNR's deposit of the Grant Funds into escrow and (2) MCLT's close of escrow for acquisition of the Property, either party may terminate this Agreement to Subgrant for any reason or for no reason, by providing the other party with a minimum of thirty (30) days written notice of such termination.

12. After close of escrow for the acquisition of the Property, this Agreement to Subgrant shall remain in full force and effect for the purpose of securing compliance with the "PURPOSE OF SUBGRANT" provisions set forth above.

13. DLNR must provide the FWS with an interim performance report and/or a final performance report depending on the duration of the grant. MCLT shall provide within 30 days of request, all necessary documentation related to FWS Recovery Land Acquisition Grants and National Coastal Wetland Grants interim and final accomplishment reports to DLNR. Reporting requirements include but are not limited to the following:

a. Summary of Land Costs – MCLT shall furnish a schedule showing seller, acreage, appraised value, price paid, relocation costs, and other costs for each tract. Other costs of

acquisition (appraisal, negotiation, title search, land surveys, etc) may be shown as a lump sum.

b. Title Vesting Evidence – MCLT shall furnish a title insurance policy or title certificate which must include a correct legal description and the acreage of the property involved. The description may be given by reference to a deed or plat, provided a copy of the document accompanies the certificate or policy. On a per-unit purchase, the exact acreage, or mileage shall be indicated.

c. If the acquisition could not be acquired within the period specified in the Subgrant Agreement, a statement of the problem, the actions taken or resolve the problem, and when it is anticipated that the acquisition will be completed shall be provided.

The final report must include a summary table for the property acquired. If a Subgrantee-owned property is to be used as match, a summary table for each property used for match must be included as well. For each property, MCLT must provide DLNR with copies of the following:

For Fee Title:

1. Copy of Recorded Deed(s) and Notice(s) of Grant Agreement with Book/Page Number;
2. Title Vesting Certificate or Title Insurance Policy (specify which is being provided);
3. Property or Plat Map, Area Map, and Location Map.

14. The FWS, DLNR, and Subgrantee have vested interest in ensuring the property is managed for the purpose of the Subgrant. For lands acquired in fee title and lands used as match for Federal funding, DLNR and FWS reserve the right to inspect said property at any time.

15. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To KPLT: The Maui Coastal Land Trust
 P.O. Box 330731
 Kahului, Hawaii 96733

To DLNR: Hawaii Department of Land and Natural Resources
 Division of Forestry and Wildlife
 1151 Punchbowl Street, Rm. 325
 Honolulu, Hawaii 96813

or to such other address as either party from time to time shall designate by written notice to the other.

16. MCLT shall indemnify, defend, and hold harmless the State of Hawaii, DLNR, and the Board of Land and Natural Resources, its officers, employees, and agents, from and against any and all claims, demands, liabilities, suits actions, causes of action, judgments, costs, and

expenses (including attorneys' fees) for loss, injury, death, or damage, including without limitation, claims for property damage, personal injury, or death of persons, whenever such damage, injury, loss, or death arises out of, is connected with or related to the Agreement to Subgrant or Nu'u Makai Wetland Reserve. It is understood that the STATE shall in no way be held liable for any claims, damages, causes of action, or suits resulting from any acts or omissions of MCLT in the development of the Management Plan for the Nu'u Makai Wetland Reserve.

17. The interpretation and performance of this Agreement to Subgrant shall be governed by the laws of the State of Hawaii.

18. No person performing work under this Agreement to Subgrant, including any subcontractor, employee, or agent of MCLT, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

19. MCLT shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state, and federal laws, now in force or which may be in force.

20. MCLT and DLNR agree that nothing in this Agreement to Subgrant should be construed as creating any type of partnership or joint venture arrangement or principal and agent relationship between them.

21. MCLT and DLNR agree that neither party shall be deemed to be the drafter of this Agreement to Subgrant and further that in the event that this Agreement to Subgrant is ever construed by a court of law, such court shall not construe this Agreement to Subgrant or any provision herein against MCLT or DLNR as the drafter.

22. Each party has thoroughly reviewed and revised this Agreement to Subgrant and has had the advice of counsel prior to the execution hereof, and the parties agree that neither party shall be deemed to be the drafter of this Agreement to Subgrant.

IN WITNESS WHEREOF MCLT and DLNR have set their hands on the day and year first above written.

Approved by the Board of
Land and Natural Resources
At its meeting held on

APPROVED AS TO FORM:

Deputy Attorney General

STATE OF HAWAII
DEPARTMENT OF LAND AND
NATURAL RESOURCES

By _____
Chairperson
Board of Land and
Natural Resources

THE MAUI COASTAL LAND TRUST, a
Hawaii nonprofit corporation

By _____

Its _____*
(Title)

*Evidence of authority of MCLT's representative to sign this Subgrant Agreement for MCLT must be attached.

SUBGRANTEE'S ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____, the SUBGRANTEE named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the SUBGRANTEE, and acknowledges that he/she executes said instrument as the free act and deed of the SUBGRANTEE.

Notary Public, State of Hawaii

My commission expires: _____

Notary Seal Affixed:

Doc. Date: _____ # Pages: _____	
Notary Name: _____	_____ Circuit
Doc. Description: _____	

Notary Signature _____	Date _____

SCOPE OF PERFORMANCE

Project Description

MCLT shall use funds from the Recovery Land Acquisition (RLA) and National Coastal Wetlands (NCW) Grants for land acquisition of 78-acres, more or less, in Nu`u Makai, Kaupo, Maui ("Property") for the protection of resource values stated in the Project Applications attached hereto as Exhibits A & B. Property acquired with RLA and NCW funding from the U.S. Fish and Wildlife Service shall be held and managed in a manner designed to protect the Property's resource values in perpetuity.

Performance

MCLT is required to do the following:

1. MCLT agrees to purchase and forever hold in fee simple the 78 acres, more or less, of the Nu`u Makai Wetland Reserve consisting of the following parcel: TMK (2) 1-8-001:001 from Kaupo Ranch for a purchase price of Two Million Seven Hundred and Fifty Nine Thousand Five Hundred and No/100 Dollars (\$2,759,500.00). The anticipated closing date for this purchase is June 30, 2010.
2. MCLT agrees to establish Nu`u Makai Wetland Reserve on the 78 acres, more or less, TMK (2) 1-8-01-001.
3. FWS shall provide the Grant Funds in an amount not to exceed \$2,759,500.00 for purchase of the 78 acres, more or less, which will be designated as the Nu`u Makai Wetland Reserve, such funds to be made available for escrow prior to the closing date.
4. As owner of the Nu`u Makai Wetland Reserve, MCLT shall:
 - a. Create an integrated Management Plan for restoring the wetlands and coastal strand areas of the Nu`u Makai Wetland Reserve that consists of:
 - i. A Predator Control Program describing the goals, objectives, and implementation steps for predator control in the Reserve;
 - ii. An Invasive Species Program describing the goals, objectives and implementation steps for invasive species removal in the Reserve;
 - b. Seek external funding for implementation of the Management Plan.
 - c. Implement the Management Plan.

d. Manage, conduct, and oversee the restoration efforts specified in the Management Plan.

e. Work with the local community and cultural groups to create an archeological conservation plan.

f. Preserve and restore (possibly) archeological features of the site including heiau and burial areas.

5. Opportunity to review and comment on the Management Plan as it is being developed shall be given to DLNR and appropriate staff allowed to participate in the planning process.

6. At the request of DLNR, MCLT shall allow DLNR access to the subject property to assess compliance with the terms and conditions contained herein.

7. MCLT shall not transfer, mortgage, hypothecate, or pledge the subject property or any portion thereof without the prior written approval of DLNR.

8. Consistent with cultural and environmental resource protection and public safety, and subject to the rights of native tenants, appropriate portions of the subject property, including but not limited to all of the shoreline and access thereto, shall be open to the public at reasonable days and times.

9. In the event that MCLT is unable to continue operations or is otherwise unable to manage the property, subject to the approval of the State of Hawaii Board of Land and Natural Resources ("BLNR"), title to the subject property shall be conveyed by MCLT to another appropriate conservation organization or agency which will continue to manage the property for the conservation values specified in the Deed. Alternatively, subject to BLNR approval, the property may be conveyed to DLNR free and clear of any liens and encumbrances not previously approved by BLNR and DLNR will continue to manage the property for the conservation values specified in the Deed. Any conveyance to DLNR shall be done *gratis* and MCLT shall be responsible for any and all fees and costs associated with the conveyance. Furthermore, any transfer of interest in the property shall comply with USFWS Recovery Land Acquisition Grant and National Coastal Wetland Grant program rules.

10. The recorded Deed to MCLT shall include the following language:

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property for the conservation values specified in the Deed. Alternatively, subject to BLNR approval, the property may be conveyed to DLNR free and clear of any liens and encumbrances not previously approved by BLNR and DLNR will continue to manage the property for the conservation values specified in the Deed. Any conveyance to DLNR shall be done *gratis* and MCLT shall be responsible for any and all fees and costs associated with the conveyance. Furthermore, any transfer of interest in the property shall comply with USFWS Recovery Land Acquisition Grant and National Coastal Wetland Grant program rules.

b. The Nu`u Makai Wetland Reserve property has been acquired in part with funds from the U.S. Fish and Wildlife Service, ("Service") and the property described is subject to all the terms and conditions of Grant Agreement Numbers E-13-RL-1 & C-6-L-1 between the SERVICE and DLNR. A copy of said Grant Agreements is kept on file at the offices of the SERVICE, Eastside Federal Complex, 911 N.W. 11th Avenue, Portland, Oregon 97232-4181 and at the offices of DLNR, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

c. This acquisition is for the protection of threatened or endangered species habitat and for coastal wetlands habitat in perpetuity and shall run with the land to all heirs and successors.

d. When subject property is used for purposes which interfere with the accomplishment of approved purposes, the violating activities must cease and any adverse effects resulting must be remedied (43 CFR 12.71 & 50 CFR 80.14).

11. Prior to the last to occur of (1) DLNR's deposit of the Grant Funds into escrow and (2) MCLT's close of escrow for acquisition of the Property, either party may terminate this Agreement to Subgrant for any reason or for no reason, by providing the other party with a minimum of thirty (30) days written notice of such termination.

12. After close of escrow for the acquisition of the Property, this Agreement to Subgrant shall remain in full force and effect.

13. DLNR must provide the FWS with an interim performance report and/or a final performance report depending on the duration of the grant(s). MCLT shall provide DLNR, within 30 days of request, all necessary documentation related to FWS Recovery Land Acquisition Grant No. E-13-RL-1 and National Coastal Wetland Grant No. C-6-L-1 interim and final accomplishment reports. Reporting requirements include but are not limited to the following:

a. Summary of Land Costs – MCLT shall furnish a schedule showing seller, acreage, appraised value, price paid, relocation costs, and other costs for each tract. Other costs of acquisition (appraisal, negotiation, title search, land surveys, etc) may be shown as a lump sum.

b. Title Vesting Evidence – MCLT shall furnish a title insurance policy or title certificate which must include a correct legal description and the acreage of the property involved. The description may be given by reference to a deed or plat, provided a copy of the document accompanies the certificate or policy. On a per-unit purchase, the exact acreage, or mileage shall be indicated.

c. If the acquisition could not be acquired within the period specified in the Subgrant Agreement, a statement of the problem, the actions taken or resolve the problem, and when it is anticipated that the acquisition will be completed shall be provided.

If a Subgrantee-owned property is to be used as match, a summary table for each property used for match must be included. For each property, MCLT must provide DLNR with copies of the following:

For Fee Title:

1. Copy of Recorded Deed(s).
2. Title Vesting Certificate or Title Insurance Policy (specify which is being provided);
3. Property or Plat Map, Area Map, and Location Map.

14. The FWS, DLNR, and Subgrantee have vested interest in ensuring the property is managed for the purpose of the Subgrant. For lands acquired in fee title and lands used as match for Federal funding, DLNR and FWS reserve the right to inspect said property at any time.

15. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To KPLT: The Maui Coastal Land Trust
 P.O. Box 330731
 Kahului, Hawaii 96733

To DLNR: Hawaii Department of Land and Natural Resources
 Division of Forestry and Wildlife
 1151 Punchbowl Street, Rm. 325
 Honolulu, Hawaii 96813

or to such other address as either party from time to time shall designate by written notice to the other.

16. MCLT shall indemnify, defend, and hold harmless the State of Hawaii, DLNR, and the Board of Land and Natural Resources, its officers, employees, and agents, from and against any and all claims, demands, liabilities, suits actions, causes of action, judgments, costs, and expenses (including attorneys' fees) for loss, injury, death, or damage, including without limitation, claims for property damage, personal injury, or death of persons, whenever such damage, injury, loss, or death arises out of, is connected with or related to the Agreement to Subgrant or Nu`u Makai Wetland Reserve. It is understood that the STATE shall in no way be

held liable for any claims, damages, causes of action, or suits resulting from any acts or omissions of MCLT in the development of the Management Plan for the Nu'u Makai Wetland Reserve.

17. The interpretation and performance of this Agreement to Subgrant shall be governed by the laws of the State of Hawaii.

18. No person performing work under this Agreement to Subgrant, including any subcontractor, employee, or agent of MCLT, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

19. MCLT shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state, and federal laws, now in force or which may be in force.

20. MCLT and DLNR agree that nothing in this Agreement to Subgrant should be construed as creating any type of partnership or joint venture arrangement or principal and agent relationship between them.

21. MCLT and DLNR agree that neither party shall be deemed to be the drafter of this Agreement to Subgrant and further that in the event that this Agreement to Subgrant is ever construed by a court of law, such court shall not construe this Agreement to Subgrant or any provision herein against MCLT or DLNR as the drafter.

22. Each party has thoroughly reviewed and revised this Agreement to Subgrant and has had the advice of counsel prior to the execution hereof, and the parties agree that neither party shall be deemed to be the drafter of this Agreement to Subgrant.

TIME SCHEDULE

This Agreement shall be in effect beginning _____, 2010. MCLT shall complete acquisition of the Property and record the conveyance no later than June 30, 2010. If any of the performances required in the Scope of Performance are not completed within the time stated, MCLT may be required to return all funds previously received by it pursuant to this Subgrant Agreement.

COMPENSATION AND PAYMENT SCHEDULE

In full consideration of the services to be performed under this Subgrant Agreement, MCLT and DLNR agree to the following:

- a) MCLT 's request for payment, in the form of an invoice, shall be delivered personally or sent by first class mail, postage prepaid to:

Hawaii Division of Forestry and Wildlife
Department of Land and Natural Resources
1151 Punchbowl Street, Room 325
Honolulu, Hawaii 96813

The request for payment must be received by DLNR's Division of Forestry and Wildlife by _____. A maximum payment of TWO MILLION SEVEN HUNDRED AND FIFTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$2,759,500.00) shall be made upon:

- i. MCLT's completion of the Checklist for Acquisition Subgrants attached hereto as Exhibit C;
 - ii. MCLT's compliance with all STATE and FWS policies and practices;
 - iii. DLNR's receipt of an original invoice and copies of all bills, invoices, receipts, and a contract of sale; and
 - iv. DLNR's receipt of MCLT's tax clearances from the Hawaii State Department of Taxation and the Internal Revenue Service.
- b) Within thirty (30) days of acquiring the Property, but no later than _____, MCLT shall submit to the STATE a copy of the recorded conveyance document transferring ownership of the 78 acres, more or less, in Nu'u Makai, Kaupo, Maui to MCLT.
- c) The total amount awarded under this Subgrant Agreement will be dependent upon the project being completed with no substantive changes to the RLA and NCW Project Applications. DLNR and/or FWS may reduce the award if the project changes in any way that DLNR and/or FWS deem substantial. For example, a reduction in acreage, purchase price, or fair market value may be deemed substantial and sufficient justification for a reduction in the award.

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of the Maui Coastal Land Trust, MCLT, the undersigned does declare as follows:

1. MCLT ☐ is ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. MCLT has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Subgrant Agreement within the preceding two years and who participated while so employed in the matter with which the Subgrant Agreement is directly concerned. (Section 84-15(b), HRS).
3. MCLT has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Subgrant Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Subgrant Agreement, if the legislator or employee has been involved in the development or award of the Subgrant Agreement. (Section 84-14(d), HRS).
4. MCLT has not been represented on matters related to this Subgrant Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Subgrant Agreement. (Sections 84-18(b) and (c), HRS).

MCLT understands that the Subgrant Agreement to which this document is attached is voidable on behalf of the STATE if this Subgrant Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source for the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

MCLT:

By _____
(Signature)

Print Name _____

Print Title _____

Name of Subgrantee _____

Date _____

**GENERAL CONDITIONS FOR RECOVERY LAND
ACQUISITION AND NATIONAL COASTAL WETLAND GRANT AGREEMENTS**

1. Recordkeeping Requirements. MCLT shall in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers, receipts, reports, and other evidence that sufficiently and properly reflect all direct and indirect expenditures and management and fiscal practices related to MCLT's performance under this Subgrant Agreement. MCLT shall retain all records related to MCLT's performance under this Subgrant Agreement for at least three (3) years after the date of submission of MCLT's Final Project Report.
3. Audit of MCLT. MCLT shall allow the STATE and/or FWS full access to records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and assuring the proper expenditure of the grants. This right of access shall last as long as the records and other related documents are retained.
4. Nondiscrimination. No person performing work under this Subgrant Agreement, including any employee or agent of the MCLT, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
5. Inspection of Property. MCLT shall permit the STATE and/or FWS and its agents and representatives, at all reasonable times, the right to enter and examine the Property to ensure compliance with the terms of this Subgrant Agreement.
6. Conflicts of Interest. MCLT represents that neither MCLT, nor any employee or agent of MCLT, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with MCLT's performance under this Subgrant Agreement.
7. Compliance with Laws. MCLT shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect MCLT's performance under this Agreement.
8. Indemnification and Defense. MCLT shall defend, indemnify, and hold harmless the State of Hawaii and the U.S. Fish and Wildlife Service, their contracting agencies, and their officers, employees, and agents from and against all liability, loss, damage, and cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or in resulting from the acts or omissions of MCLT or MCLT's employees, officers, or agents under this Subgrant Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Subgrant

Agreement.

9. Cost of Litigation. In case the STATE and/or FWS shall, without any fault on its part, be made a party to any litigation commenced by or against MCLT in connection with this Subgrant Agreement, MCLT shall pay all costs and expenses incurred by or imposed on the STATE and/or FWS, including attorneys' fees.
10. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of this Subgrant Agreement, MCLT is an "independent contractor," with the authority and responsibility to control and direct the performance required under this Subgrant Agreement; however, the STATE and FWS shall have a general right of inspection to determine whether, in the STATE's and/or FWS's opinion, MCLT is in compliance with this Subgrant Agreement.
 - b. MCLT and MCLT's employees and agents are not by reason of this Subgrant Agreement, agents or employees of the STATE and/or FWS for any purpose, and MCLT, and MCLT's employees and agents shall not be entitled to claim or receive from the STATE or FWS any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state and federal employees.
 - c. MCLT shall be responsible for the accuracy, completeness, and adequacy of MCLT's performance under this Subgrant Agreement. Furthermore, MCLT intentionally, voluntarily, and knowingly assumes the sole and entire liability to MCLT's employees and agents, and to any individual not a party to this Subgrant Agreement, for all loss, damage, or injury caused by MCLT, or MCLT's employees or agents, in the course of their employment.
 - d. MCLT shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by MCLT by reason of this Subgrant Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, (iii) general excise taxes, (iv) real property taxes, and (v) conveyance taxes. MCLT also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Subgrant Agreement.
 - e. MCLT shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, Hawaii Revised Statutes, and shall comply with all requirements thereof. MCLT shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the

Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against MCLT have been paid and submit the same to the STATE prior to commencing any performance under this Subgrant Agreement.

- f. MCLT is responsible for securing all employee-related insurance coverage for MCLT and MCLT's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

11. Payment Procedures: Tax Clearance. All payments under this Subgrant Agreement shall be made only upon submission by MCLT of (i) original invoices specifying the amount due and certifying that it has completed performance in accordance with the Subgrant Agreement, and (ii) tax clearances from the Hawaii State Department of Taxation and the Internal Revenue Service.

12. Publicity.

- a. MCLT shall not refer to the STATE and/or FWS, or any office, agency, or officer thereof, or any state employee, in any of MCLT's brochures, advertisements, or other publicity of MCLT without written permission from the Public Information Office of the State of Hawaii, Department of Land and Natural Resources and the FWS. All media contacts with MCLT about the subject matter of this Subgrant Agreement shall be referred to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife and the FWS.
- b. MCLT consents to the STATE and FWS's use of MCLT and the Property's name, photograph, image, or likeness in brochures, advertisements, or other publicity relating to the Recovery Land Acquisition Program, National Coastal Wetlands Program and other conservation related programs. The STATE and FWS shall have complete ownership of all material which is developed, prepared, assembled, or conceived for brochures, advertisements, or other publicity relating to the proposed acquisition.

13. Confidentiality of Material.

- a. All materials given to or made available to MCLT by virtue of this Subgrant Agreement, which are identified as proprietary or confidential information, will be safeguarded by MCLT and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- b. All information, data, or other material provided by MCLT to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F,

14. Suspension and Termination of Agreement.

- a. The STATE reserves the right at any time and for any reason to suspend this Subgrant Agreement for any reasonable period, upon written notice to MCLT. Upon receipt of said notice, MCLT shall immediately comply with said notice and suspend all performance under this Subgrant Agreement at the time stated.
- b. If, for any cause, MCLT breaches this Subgrant Agreement by failing to satisfactorily fulfill in a timely or proper manner MCLT's obligations under this Subgrant Agreement or by failing to perform any of the promises, terms, or conditions of this Subgrant Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the STATE, the STATE shall have the right to terminate this Subgrant Agreement by giving written notice to MCLT of such termination at least seven (7) calendar days before the effective date of such termination. Furthermore, the STATE may terminate this Subgrant Agreement without statement of cause at any time by giving written notice to MCLT of such termination at least thirty (30) calendar days before the effective date of such termination.
- c. Upon termination of the Subgrant Agreement, MCLT, within thirty (30) calendar days of the effective date of such termination, shall compile, and submit in an orderly manner to the STATE an accounting of the work performed up to the date of termination. In such event, MCLT shall be paid for the actual cost of the services rendered, if any, but in no event more than the total compensation payable to MCLT under this Subgrant Agreement.
- d. If this Subgrant Agreement is terminated for cause, MCLT shall not be relieved of liability to the STATE for damages sustained because of any breach by MCLT of this Agreement. In such event, the STATE may retain any amounts which may be due and owing to MCLT until such time as the exact amount of damages due to the STATE from MCLT has been determined. The STATE may also set off any damages so determined against the amounts retained.

15. Disputes. No dispute arising under this Agreement may be sued upon by MCLT until after MCLT's written request to the Chairperson of the Board of Land and Natural Resources ("CHAIRPERSON") to informally resolve the dispute is rejected, or until ninety (90) calendar days after the CHAIRPERSON's receipt of MCLT's written request whichever comes first. While the CHAIRPERSON considers MCLT's written request, MCLT agrees to proceed diligently with the

performance necessary to complete the proposed project unless otherwise instructed in writing by the CHAIRPERSON.

16. State Remedies. MCLT understands that in the event that it no longer meets all of the standards set forth in paragraph 1 of these General Conditions, or in the event that MCLT fails to comply with any of the other requirements, provisions, or conditions set forth in this Subgrant Agreement, that the STATE and/or FWS may refuse to make further payments to MCLT or may seek reimbursement for payments made to MCLT under this Subgrant Agreement. In addition to the remedies set forth above, the STATE and/or FWS shall be entitled to pursue any other remedy available at law or in equity.
17. Modifications of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Subgrant Agreement permitted by this Subgrant Agreement shall be made by written amendment to this Subgrant Agreement, signed by MCLT and the STATE.
18. Notices. Any written notice required to be given by a party to this Subgrant Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the CHAIRPERSON at the CHAIRPERSON's office in Honolulu, Hawaii or to MCLT at MCLT's address as indicated in the Subgrant Agreement. A notice shall be deemed to have been received at the time of actual receipt. MCLT is responsible for notifying the CHAIRPERSON in writing of any change of address.
19. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Subgrant Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Subgrant Agreement. The fact that the STATE specifically refers to one section of the Hawaii Revised Statutes, and does not include other statutory sections in this Subgrant Agreement shall not constitute a waiver or relinquishment of the STATE's rights or MCLT's obligations under the statutes.
20. Severability. In the event that any provision of this Subgrant Agreement is declared invalid or unenforceable by a court, such invalidity, or unenforceability shall not affect the validity or enforceability of the remaining terms of this Subgrant Agreement.
21. Governing Law. The validity of this Subgrant Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Subgrant Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Subgrant Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
22. Survival. MCLT's obligations and the STATE's remedies shall survive the

funding of the grants and the acquisition of this Property by MCLT.

23. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and MCLT relative to this Subgrant Agreement. This Subgrant Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and MCLT other than as set forth or as referred to herein.

Exhibit A

**A Proposal to the
U.S. Fish and Wildlife Service
Recovery Land Acquisition Grant**

NU`U MAKAI WETLANDS ACQUISITION, PRESERVATION AND HABITAT RESTORATION PROJECT



**Nu`u, Maui, Hawai`i
March, 2006**

Executive Summary

The 78 acre Nu`u Makai Wetland Reserve) will conserve and protect over 6 acres of coastal, spring-fed wetland and approximately one mile of marine for the recovery of native birds and native vegetation. In recent years, at least six endangered taxa, including the Hawaiian Stilt, Hawaiian Coot, Hawaiian Duck, Hawaiian Bat, Hawaiian Monk Seal, and Blackburn's Damselfly have been reported from the site. The site offers restoration and recovery habitat for five endangered plants, and two endangered birds.

Need and Threat:

The proposed 78-acre Nu`u Makai Reserve is part of a rural, coastal wetlands system that is under threat of residential and recreational development. The Nu`u site hosts the most significant remaining wetland complex on the Southeast Shore of Maui and over 5000 feet of coastline. Migratory waterfowl have historically used this site and many waterfowl, including the endangered Hawaiian coot and stilt, have been documented to nest here. Recent surveys have documented 21 species of migratory birds, including the resident Hawaiian stilts, Hawaiian coots, and Hawaiian ducks, all utilizing the area. It is bordered to the west by a large section of land currently in the final stages of purchase acquisition by Haleakala National Park together with the Conservation Fund. Nu`u Mauka is currently actively managing and restoring its adjacent lands as part of the Leeward Haleakala Watershed Restoration Partnership (LHWRP).

Agricultural activities, primarily ranching, during the 19th and 20 centuries led to significant degradation of the Nu`u site, including a reduction of the wetland's open- water area. Up until the 1960's, when better road access to Nu`u was established, cattle were driven through the wetlands area and swum out to offshore vessels for shipping off island. Even today the area is referred to as Nu`u Landing. In 1998 Nu`u Pond was fenced and habitat restoration initiated in a small scale when a tri-partite, Landowner/USFWS/State of Hawaii Partnership for Wildlife Grant, provided funding (#14-48-0001-94744). Future restoration of the wetlands will restore those characteristics of the habitat that are necessary for nesting, resting and forage of the migratory birds which were previously found in large numbers at this site, particularly the stilts and coots.

Objective:

Our ultimate goal, to be accomplished in two phases, is to purchase the Property, extinguish development rights, restore the wetlands for recovery of native flora and fauna, and steward the conservation values of the property *in perpetuity*. **The objective of this Grant Proposal is Phase 1: purchase of the property and extinguishment of development rights.** Phase 2 will be the restoration and recovery project which will commence once acquisition is complete.

The ultimate goal of the project will be to support the recovery of endangered waterbirds, native plants and insects.

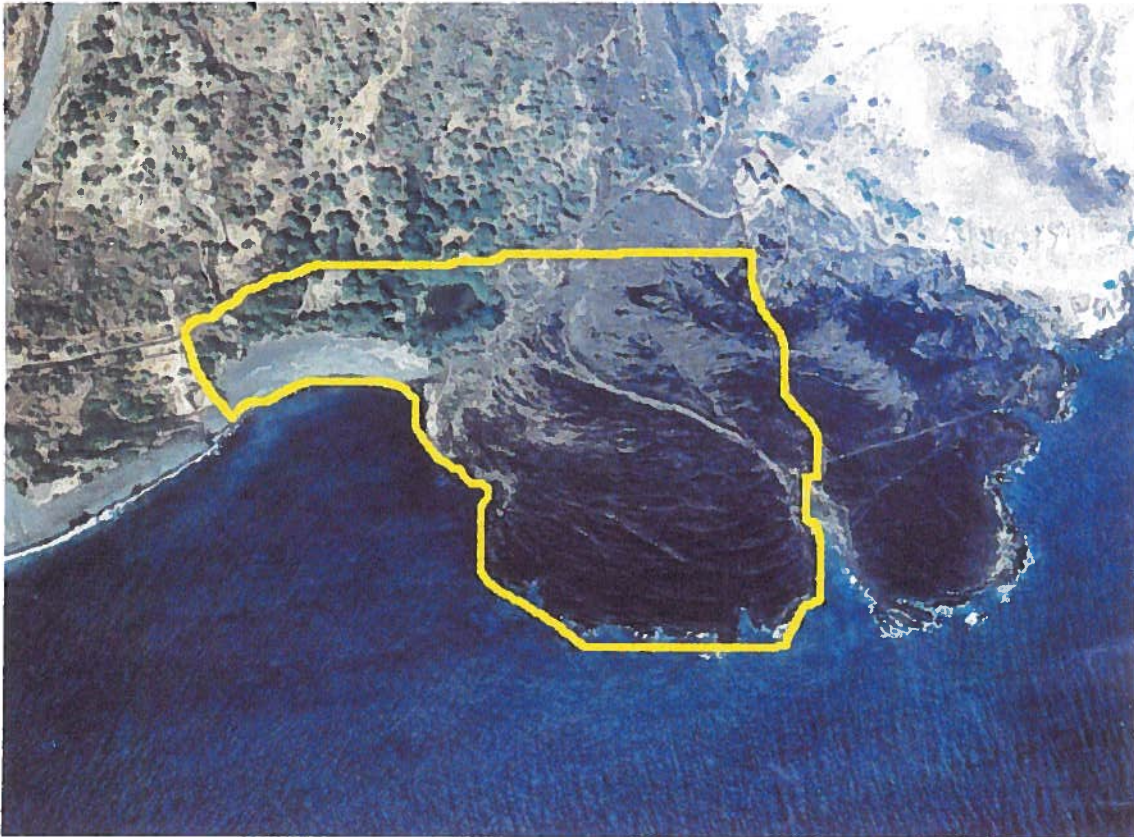
Species outcomes:

Submitted by: **State of Hawai'i Department of Land and Natural Resources**

With Support from: **Maui Coastal Land Trust**

Natural Resources Conservation Service
U.S. Department of Agriculture

Fish and Wildlife Service, Pacific Islands Ecoregion
U.S. Department of Interior



Aerial Photograph of Project and Surrounding Area

<i>Vigna o-wahuensis</i>	Oahu vigna	Endangered	ditto	ditto	Increased outplanting habitat, threat protection
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Approach:

This project will be supported by a consortium of interested partners, including Hawaii Department of Land and Natural Resources (DLNR), Maui Coastal Land Trust, U.S. Fish and Wildlife Service, U.S. Department of Agriculture (NRCS), the Native Hawaiian Plant Society and local community and cultural groups.

The Maui Coastal Land Trust, a 501(c)(3) non-profit conservation organization has taken the lead in identifying the vulnerability of this site to development. The mission of MCLT is “to preserve and protect the coastal lands of Maui Nui for the integrity of the natural environment and of current and future generations”. Part of this mission, and central to the importance of the Nu`u Reserve, is the perpetual stewardship of protected properties. In partnership with DLNR, USFWS Coastal Program, USDA/NRCS and others, sources of both public and private funding are being pursued to acquire the site, support site restoration and assure perpetual stewardship. MCLT will establish and fund a permanent stewardship endowment to provide annual funds for management of the site.

MCLT has taken the lead on negotiating with the current landowner, and working on funding for the purchase. MCLT will hold title to the property and the Hawaii DLNR will hold a permanent conservation easement. The land will be managed primarily for wetland, native plant, habitat, water quality and cultural preservation.

Phase 1 Acquisition Objective:

7. Acquire fee interest in the property.

Phase 2 Restoration and Stewardship Objectives: (NB: not part of this grant request)

8. Create an integrated management plan for restoring the wetlands and coastal strand areas.
9. Restore the wetlands habitat by removing invasive species in the wetlands and buffer areas.
10. Control predators through exclusion and/or eradication.

In addition to the habitat restoration, preservation and possible restoration of cultural resources at the site will be conducted in concert with local community and cultural groups. These Cultural Preservation objectives (*outside of project scope but to be conducted as site-related objectives*) include:

11. Work with local community and cultural groups to create an archaeological conservation plan.
12. Preserve and (possibly) restore archaeological features of the site, including heiau and burial areas.

<i>Nycticorax nycticorax</i>	Black-crowned night heron	Indigenous	Foraging, nesting, resident	Common	
<i>Asio flammeus</i>	Short-eared owl	Indigenous	Foraging, nesting, resident	Uncommon	

An endangered invertebrate, Blackburn's Hawaiian damselfly (*Megalagrion blackburni*), has been recorded from the pond and marshy wetlands, respectively, in recent years (Fern Duvall, Personal Communication, 2006).

Native plants at Nu'u wetlands are representative of relatively intact Coastal Wet Sedgeland (Wagner and Herbst 1990) with *Bolboschoenus maritimus* or Kaluha, and *Cyperus laevigatus* or Makaloa sedges in the pond, as well as *Ipomoea pes-caprae*, *Mariscus javanicus*, *Sesuvium portulacastrum*, *Sporobolus virginicus*, *Heliotropium curassavicum*, *Boerhavia repens*, *Ipomoea indica*, *Lycium sandwicense*, and *Fimbristylis cymosa* on the adjacent drier areas. Nu'u offers excellent protected, managed, and appropriate habitat suitable for outplanting of several species of endangered plants (see **Tables 2.**). This protection would further various actions called for in the Multi-Island Plants Recovery Plan and for the Maui Cluster of endangered plants. Also it would provide a linking corridor for the plant species being outplanted by the Haleakala National Park at Kipahulu (HALEK), and by the Leeward Haleakala Watershed Restoration Partnership (LHWRP)

TABLE 2

Scientific name	Common name	Status	Current/historic at Nu'u	Known from adjacent habitats	High restoration potential
<i>Bonamia menziesii</i>		Endangered	Not current, probable historic	Yes in leeward partnership lands at Kahikinui	Increased outplanting habitat, threat protection
<i>Cenchrus agrimonoides</i>	Kamanomano	Endangered	ditto	ditto	Increased outplanting habitat, threat protection
<i>Mariscis pennatiformis</i>		Endangered	ditto	No	
<i>Sesbania tomentosa</i>	Ohai	Endangered	ditto	Yes in leeward partnership lands at Kahikinui	Increased outplanting habitat, threat protection

					numbers
<i>Gallinula chloropus sandvicensis</i>	Hawaiian Gallinule, `Alae `ula	Endangered	No information	No	Historically known from Maui, reintroduction criteria for delisting
<i>Fulica alai</i>	Hawaiian Coot, `Alae ke`oke`o	Endangered	Nesting, foraging, resident	Kanaha, Kealia	Increased numbers
<i>Anas laysanensis</i>	Laysan Duck	Endangered	No information		Potential for introduction
<i>Heteroscelus incanus</i>	Wandering tattler, Ulili	Migratory shorebird	Foraging, winter resident	Common	Increased habitat
<i>Arenaria interpres</i>	Ruddy turnstone	Migratory shorebird	Foraging, winter resident	Common	Increased habitat
<i>Branta sandvicensis</i>	Hawaiian Goose, Nene	Endangered	No Information	Kahikinui, Haleakala National Park	Potential for introduction
<i>Anas clypeata</i>	Northern Shoveler, koloa moha	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas acuta</i>	Northern Pintail, koloa mapu	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas americana</i>	American wigeon	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas discors</i>	Blue-winged Teal	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas crecca</i>	Green-winged Teal	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas penelope</i>	Eurasian wigeon	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Aythya affinis</i>	Lesser scaup	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Numenius tahitiensis</i>	Bristle-thighed curlew	Migratory shorebird, SOC	Occasional Foraging, winter resident	uncommon	Increased habitat
<i>Calidris alba</i>	sanderling	Migratory shorebird	Foraging, winter resident	Common	Increased habitat
<i>Pluvialis fulva</i>	Pacific golden plover	Migratory shorebird	Foraging, winter resident	Common	Increased habitat

scale habitat restoration was initiated when a tri-partite Landowner/USFWS/State of Hawaii Partnership for Wildlife Grant provided funding (#14-48-0001-94744). Limited resources have provided only modest restoration activities to date, but even the efforts at removing feral ungulates have made significant improvements in water quality and forage/nesting/resting habitat. Future restoration of the wetlands will be directed toward a complete re-establishment of those characteristics of the habitat that are necessary for nesting, resting and forage of the migratory birds which were in such large numbers in the past, particularly the stilts and coots. Reducing sedimentation and eliminating invasive species will also produce dramatic increases in water quality which will have the added benefit of protecting the intertidal and nearshore marine waters which are among the most pristine on Maui.

Objectives:

Our ultimate goal, to be accomplished in two phases, is to purchase the Property, extinguish development rights, restore the wetlands for recovery of native flora and fauna, and steward the conservation values of the property in perpetuity. **The objective of this Grant Proposal is Phase 1: purchase of the property and extinguishment of development rights.** Phase 2 will be the restoration and recovery project which will commence once acquisition is complete.

The ultimate goal of the project will be to support the recovery of endangered waterbirds, native plants, insects, fish and other freshwater and marine species through habitat and water quality improvement..

Results or benefits:

The wetland at the heart of this site currently provides habitat for endangered waterbirds. Due to it's location on the southeast aspect of Maui, this is the "jumping-off" point for migration to the island of Hawaii, approximately 30 miles to the southeast across the Alenuihaha Channel. Several species of migratory waterfowl, including the endangered Hawaiian stilt (*Himantopus mexicanus knudseni*) and Hawaiian coot (*Fulica alai*), use the site for feeding, nesting and resting.. Other wetland species that will benefit from restored habitat at the site include the Hawaiian duck (*Anas wyvilliana*) and many other species of migratory shorebirds. **Table I** shows avian species expected to benefit from the restoration of the site:

TABLE I

Scientific name	Common name	Status	Current/historic at Nu'u	Known from adjacent habitats	High restoration potential
<i>Himantopus mexicanus knudseni</i>	Hawaiian Stilt, ae'o	Endangered	Nesting, foraging, resident	Kanaha, Kealia	Increased numbers
<i>Anas wyvilliana</i>	Hawaiian Duck, Koloa	Endangered	Loafing, Foraging, Resident	Kanaha, Kealia	Increased habitat, increased

Exhibit B

National Coastal Wetlands Conservation Grant Program

June, 2006

Nu`u Coastal Wetlands Refuge

Executive Summary:

Acquisition of the 78 acre Nu`u Makai Wetland Reserve will preserve and facilitate the restoration of Maui's best remaining southeast coastal wetland. This project will integrate waterbird habitat efforts on the island, support and become an integral part of a very extensive landscape scale network of protected areas that include Kanaha Pond State Wildlife Sanctuary, Kealia National Wildlife Refuge (<http://pacificislands.fws.gov/wnwr/mkealianwr.html>), and Waihe'e Coastal Dunes and Wetlands Refuge wetlands, as well as being an integral facet of the extensive Leeward Haleakala Watershed Restoration Partnership (LHWRP), Haleakala National Park at Kipahulu (HALEK), if acquired. The Nu`u Reserve will provide habitat critical for recovery of three listed, endangered waterbirds, as well as potential re-introduction sites for Hawaiian moorhen (*Gallinula chloropus sandvicensis*), Hawaiian goose, or nene (*Branta sandvicensis*), and Laysan teal (*Anas laysanensis*). Its habitat type, location, and elevation provides outplanting potential for at least five endangered plant species, *Vigna o-wahuensis*, *Bonamia menziesii*, *Sebania tomentosa*, *Cenchrus agrimonoides*, and *Mariscus pennatiformis*. Protection and enhancement of the wetlands will also benefit the adjacent marine intertidal and nearshore environment, a rich fishing area and a haulout site for the endangered Hawaiian Monk Seal (*Monachus schauinslandi*).

Need

The proposed 78-acre Nu`u Makai Reserve is part of a rural, coastal wetlands system that is under threat of residential and recreational development. The landowners are currently having the property appraised and will place it on the real estate market in 2006. The Nu`u site hosts the most significant remaining wetland complex on the southeast shore of Maui and over 5000 feet of coastline. Migratory waterfowl have historically used this site and waterbirds, including the endangered Hawaiian coot and Hawaiian stilt, nest here. Recent surveys have documented 21 species of migratory birds, resident Hawaiian stilts, Hawaiian coots, and Hawaiian ducks utilizing the area. It is bordered to the west by a large section of land in the final stages of purchase by Haleakala National Park together with the Conservation Fund. Nu`u Mauka Ranch, immediately inland of the proposed Reserve, is currently actively managing and restoring its adjacent lands as part of the Leeward Haleakala Watershed Restoration Partnership (LHWRP).

Agricultural activities, primarily ranching, during the 19th and 20 centuries led to significant degradation of the Nu`u site, including a reduction of the wetland's open water area. Up until the 1960's when better road access to Nu`u was established, cattle were driven through the wetlands area and swum out to offshore vessels for shipping off island. The area is known locally as "Nu`u Landing", in reference to this historical use. In 1998 Nu`u Pond was fenced and small-

Project Total	\$2,394,500.00	100%

\$1,794,500.00 from the Recovery Land Acquisition program will allow us to show “good standing” with the land owner and give us more time to obtain additional funding for acquisition.

Questions regarding this proposal:

Norma Bustos
Wildlife Program Specialist
Hawaii Department of Land and Natural Resources
Division of Forestry and Wildlife
1151 Punchbowl Street, Room 325
Honolulu, Hawaii 96813
Phone (808) 587-0163
FAX (808) 587-0160
email: Norma.I.Bustos@hawaii.gov

MCLT will establish and fund a permanent stewardship endowment to provide annual funds for management of the site.

MCLT has taken the lead on negotiating with the current landowner, and working on funding for the purchase. MCLT will hold title to the property and the Hawaii DLNR will hold a permanent conservation easement. The land will be managed primarily for wetland, native plant, and cultural preservation.

IV. LOCATION

The Property is located on the Southeast coast of Maui at the foot of Haleakala (Map 1). For over a century it has been part of Kaupo Ranch, TMK (2)1-8-1 (portion). The adjacent lands to the west are the 4360 acres of Nu`u Ranch which has just been purchased by The Conservation Fund and will be transferred to Haleakala National Park in the near future. The adjacent lands just mauka (uphill) of the subject property were purchased from Kaupo Ranch in 2003 for conservation and are being managed in conjunction with the Leeward Haleakala Watershed Restoration Partnership (LHWRP). This connectivity to protected lands guarantees there will be no future adjacent development which could have a negative impact on the Reserve.

The Nu`u Reserve would form a very important conservation addition to the to other actively managed wetland habitats on Maui: Kanaha Pond State Sanctuary, the Kealia National Wildlife Refuge and the Waihe`e Coastal Dunes and Wetlands Refuge, Haleakala National Park, and Leeward Haleakala Watershed Restoration Partnership lands.

V. ESTIMATED COST

The total estimated appraisal cost for the Nu`u Makai Wetlands Acquisition, Preservation and Habitat Restoration Project is approximately \$4.5 million dollars.

Source	Amount	Percent
Federal		
Recovery Land Acquisition Program		
Land Purchase	\$1,759,500.00	
Appraisal Costs (estimated)	\$20,000.00	
Personnel Costs	\$10,000.00	
Admin. Costs	\$5,000.00	
Total Federal	\$1,794,500.00	74.9%
Non-federal Match		
State Match – Bargain Sale	\$500,000.00	
Maui County Open Space Fund	\$100,000.00	
Total Non-Federal	\$600,000.00	25.1%

Objective	Elements	Anticipated completion
Phase 1		
1	Acquire fee interest, extinguish development rights	March, 2009
Phase 2		
2	Habitat Management Plan	Fall, 2009
3	Restore Wetlands Habitat	Winter, 2009 – ongoing
4	Predator Control	Winter, 2009 – ongoing
5	Archaeological Conservation Plan	Fall, 2009
7	Archaeological Conservation/Restoration	Ongoing

II. EXPECTED RESULTS AND BENEFITS

Restoration efforts will result in profound biological advances, benefiting a wide range of plant and animal species which occur, or were known to occur, on the property (List 1). This includes improvements in wetland and native coastal strand as described below.

Restoration of the wetland area would increase habitat for endangered Hawaiian stilt, Hawaiian coot, Hawaiian duck, and may provide an important location for the reintroduction of the Hawaiian moorhen (a criterion for de-listing), Hawaiian goose, and potentially the Laysan teal. Historically known as an important site for migratory waterfowl, improved hydrology at the site would regain habitat for several species such as pintail, shoveler, bristle-thighed curlew, Pacific golden plover, and many others.

Stewardship of this site will involve the community in biological restoration, cultural preservation, and environmental education. This site is an ideal setting for an outdoor classroom for geology, ecology, marine biology, and Hawaiian culture. Educational efforts will be coupled with the ongoing restoration and monitoring of the Preserve so that the tangible results of listed, endangered species recovery are quantified.

III. APPROACH

This project will be supported by a consortium of interested partners, including the Hawaii Department of Land and Natural Resources, Maui Coastal Land Trust, U.S. Fish and Wildlife Service, U.S. Department of Agriculture (NRCS), the Native Hawaiian Plant Society and local community and cultural groups.

The Maui Coastal Land Trust, a 501(c) (3) non-profit conservation organization has taken the lead in identifying the vulnerability of this site to development. The mission of MCLT is “to preserve and protect the coastal lands of Maui Nui for the integrity of the natural environment and of current and future generations”. Part of this mission, and central to the importance of the Nu`u Reserve, is the perpetual stewardship of protected properties. In partnership with DLNR, USFWS Coastal Program, USDA/NRCS and others, sources of both public and private funding are being pursued to acquire the site, support site restoration and assure perpetual stewardship.

Development of this site is inevitable at some point, as Maui's coastal areas are under increasing pressure from development. The island of Maui has been the fastest growing county in the state for the last two decades. The 2000 census reported a decadal population growth for Maui of 28%, with some areas such as the south shore increasing by more than 50%. Studies by Dr. Charles Fletcher of the University of Hawaii, based on the 1989 Sea Engineering report, have shown that 30% of the beaches on Maui have been lost or significantly narrowed over the last 50 years due to shoreline armoring as a result of development.

Similarly, Hawaii's coastal wetlands have diminished in quality and quantity by 31% over the last century (USFWS, 1990). The U.S. Fish and Wildlife Service lists all six of Hawaii's endemic waterbird species as endangered under the Endangered Species Act.

PROJECT STATEMENT

I. OBJECTIVE

The ultimate goal of this project is the acquisition, restoration and permanent protection of the wetlands and surrounding buffer areas of the 78-acre Nu'u project site. This will permanently prevent detrimental development and provide much needed habitat for the recovery of endangered waterbirds, migratory waterfowl and shorebirds, and native coastal vegetation. The project can be divided into 7 primary objectives that will occur in two, overlapping phases.

Phase 1 Acquisition Objective (*This Proposal*):

1. Acquire fee interest in the property.

Phase 2 Restoration and Stewardship Objectives:

2. Create an integrated management plan for restoring the wetlands and coastal strand areas.
3. Restore the wetlands habitat by removing invasive species in the wetlands and buffer areas.
4. Control predators through exclusion and/or eradication.

In addition to the habitat restoration, preservation and possible restoration of cultural resources at the site, including an ancient fishing village, heiau, and burial sites, will be conducted in concert with local community and cultural groups. These Cultural Preservation objectives (*outside of project scope but to be conducted as site-related objectives*) include:

5. Work with local community and cultural groups to create an archaeological conservation plan.
6. Preserve and (possibly) restore archaeological features of the site, including heiau and burial areas.

Anticipated Timeline:

<i>Mariscis pennatiformis</i>		Endangered			outplanting habitat, threat protection
<i>Sesbania tomentosa</i>	Ohai	Endangered			Increased outplanting habitat, threat protection
<i>Vigna o-wahuensis</i>	Oahu vigna	Endangered			Increased outplanting habitat, threat protection

Duration of Benefits and Ownership:

The Nu`u will be conserved *in perpetuity* through partnership between Maui Coastal Land Trust and the State of Hawai`i, Department of Lands and Natural Resources (DLNR). The Maui Coastal Land Trust (MCLT) was established in 2000 to preserve and protect the natural and scenic beauty of Maui's undeveloped coastal lands. MCLT is in a position to hold title to the parcel in perpetuity and provide local stewardship of the Preserve. DLNR will hold a perpetual conservation easement on the Preserve, ensuring permanent public oversight of the land trust. In addition, a broad network of preservation partners has been established to develop the restoration and stewardship aspects of this project, including (but not limited to):

- US Fish and Wildlife Service (USFWS)
- Natural Resources Conservation Service (NRCS)
- Local community groups
- Local cultural and historical groups

Project need:

Protection and stewardship of this site will further the efforts in waterbird conservation on Maui by supporting habitat recovery of regional wetland areas. Hawaiian stilts, coots, and ducks are highly mobile and rely on complexes of wetlands to fulfill their foraging and nesting requirements. Similarly, many species of over-wintering migratory waterfowl and shorebirds require adequate foraging grounds to sustain the energy requirements of long distance migrations.

Without permanent restoration and management, the Nu`u wetland will become a population sink for endangered species. Known predators such as wild cats, dogs, rats, pigs and mongoose have been seen around the wetland area. Historic agricultural practices, such as grazing, diminished the natural hydrology of the site and destroyed many of the native plants. Without enhancement and restoration efforts, the site would be unlikely to retain favorable habitat status, even if development were prevented.

Scientific name	Common name	Status	Current/historic at Nu'u	Known from adjacent habitats	High restoration potential
<i>Anas crecca</i>	Green-winged Teal	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas penelope</i>	Eurasian wigeon	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Aythya affinis</i>	Lesser scaup	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Numenius tahitiensis</i>	Bristle-thighed curlew	Migratory shorebird, SOC	Occasional Foraging, winter resident	uncommon	Increased habitat
<i>Calidris alba</i>	sanderling	Migratory shorebird	Foraging, winter resident	Common	Increased habitat
<i>Pluvialis fulva</i>	Pacific golden plover	Migratory shorebird	Foraging, winter resident	Common	Increased habitat
<i>Nycticorax nycticorax</i>	Black-crowned night heron	Indigenous	Foraging, nesting, resident	Common	
<i>Asio flammeus</i>	Short-eared owl	Indigenous	Foraging, nesting, resident	Uncommon	
Mammals					
<i>Monachus schauinslandi</i>	Hawaiian Monk Seal	Endangered	Loafing	Uncommon But regular	Increased habitat
<i>Lasiurus cinereus semotus</i>	Hawaiian Bat	Endangered	Resident, foraging	Uncommon, Kipahulu	Increased habitat
Insects					
<i>Megalagrion blackburni</i>	Blackburn's Hawaiian damselfly	Endangered	Breeding resident	Kanaha and Kanaio	Increased habitat
Plants					
<i>Bonamia menziesii</i>		Endangered			Increased outplanting habitat, threat protection
Scientific name	Common name	Status	Current/historic at Nu'u	Known from adjacent habitats	High restoration potential
<i>Cenchrus agrimonoides</i>	Kamanomano	Endangered			Increased

2. Species expected to benefit from resource stewardship at Nu'u

Fauna					
Scientific name	Common name	Status	Current/historic at Nu'u	Known from adjacent habitats	High restoration potential
<i>Himantopus mexicanus knudseni</i>	Hawaiian Stilt, ae'o	Endangered	Nesting, foraging, resident	Kanaha, Kealia	Increased numbers
<i>Anas wyvilliana</i>	Hawaiian Duck, Koloa	Endangered	Loafing, Foraging, Resident?	Kanaha, Kealia	Increased habitat, increased numbers
<i>Gallinula chloropus sandvicensis</i>	Hawaiian Gallinule, `Alae `ula	Endangered	No information	No	Historically known from Maui, reintroduction criteria for delisting
<i>Fulica alai</i>	Hawaiian Coot, `Alae ke'oke'o	Endangered	Nesting, foraging, resident	Kanaha, Kealia	Increased numbers
<i>Anas laysanensis</i>	Laysan Duck	Endangered	No information		Potential for introduction
<i>Heteroscelus incanus</i>	Wandering tattler, Ulili	Migratory shorebird	Foraging, winter resident	Common	Increased habitat
<i>Arenaria interpres</i>	Ruddy turnstone	Migratory shorebird	Foraging, winter resident	Common	Increased habitat
<i>Branta sandvicensis</i>	Hawaiian Goose, Nene	Endangered	No Information	Kahikinui, Haleakala National Park	Potential for introduction
<i>Anas clypeata</i>	Northern Shoveler, koloa moha	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas acuta</i>	Northern Pintail, koloa mapu	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas americana</i>	American wigeon	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas discors</i>	Blue-winged Teal	Migratory waterfowl	Foraging, winter resident	Kanaha, Kealia	Increased habitat

				recover	12, 13, 2, 5, 6
Hawaiian Duck	<i>Anas wyvilliana</i>	Endangered	2	Protect and help recover	Endangered Waterbirds Recovery Plan; 1.11, 1.114, 1.116, 1173, 1174, 12, 13, 2, 5, 6
Hawaiian Moorhen	<i>Gallinula chloropus sandvicensis</i>	Endangered	9	help recover	Endangered Waterbirds Recovery Plan; 1.11, 1.114, 1.116, 1173, 1174, 12, 13, 2, 5, 6
Laysan Duck	<i>Anas laysanensis</i>	Endangered	2	help recover	Laysan Duck Recovery Plan 3, 3.1., 3.3, and page 85
Hawaiian Goose	<i>Branta sandvicensis</i>	Endangered	2	help recover	Hawaiian Goose Recovery Plan, 1, 11, 12, 5, 51, 52, 6, 61, 62
Hawaiian Monk Seal	<i>Monachus schauinslandi</i>	Endangered		Protect and help recover	
Hawaiian Bat	<i>Lasiurus cinereus semotus</i>	Endangered	9	Protect and help recover	Hawaiian Hoary Bat Recovery Plan 221
Damselfly	<i>Megalagrion blackburni</i>	Endangered		Protect and help recover	
No name	<i>Bonamia mensiezii</i>	Endangered	5	help recover	Multi-Island Plants recovery plan , 1, 13, 141, 141, 143, 2, 22, 5, 56, 6, 61, 62,
Kamanomano	<i>Cenchrus agrimonoides</i>	Endangered	5	help recover	Multi-Island Plants recovery plan , 1, 13, 141, 141, 143, 2, 22, 5, 56, 6, 61, 62,
No name	<i>Mariscus pennatiformis</i>	Endangered	5	help recover	Multi-Island Plants recovery plan , 1, 13, 141, 141, 143, 2, 22, 5, 56, 6, 61, 62,
Ohai	<i>Sesbania tomentosa</i>	Endangered	8	help recover	Multi-Island Plants recovery plan , 1, 13, 141, 141, 143, 2, 22, 5, 56, 6, 61, 62,
Oahu vigna	<i>Vigna o-wahuensis</i>	Endangered	5	help recover	Multi-Island Plants recovery plan , 1, 13, 141, 141, 143, 2, 22, 5, 56, 6, 61, 62,

The wetland at the heart of this site currently provides habitat for endangered Hawaiian stilt (*Himantopus mexicanus knudseni*), Hawaiian coot (*Fulica alai*) and, though still seldom, the Hawaiian duck (*Anas wyvilliana*). Several species of migratory waterfowl, including the stilt and coot, use the site. Other wetland species that will benefit from restored habitat at the site include the Hawaiian duck (*Anas wyvilliana*) and many species of migratory shorebirds. List I shows species expected to benefit from the restoration of the site.

An endangered invertebrate, Blackburn's Hawaiian damselfly (*Megalagrion blackburni*), has been recorded from the pond and marshy wetlands, respectively, in recent years (Fern Duvall, Personal Communication, 2006).

Native plants at Nu'u wetlands are representative of relatively intact Coastal Wet Sedgeland (Wagner and Herbst 1990) with *Bolboschoenus maritimus* or Kaluha, and *Cyperus laevigatus* or Makaloa sedges in the pond, as well as *Ipomoea pes-caprae*, *Mariscus javanicus*, *Sesuvium portulacastrum*, *Sporobolus virginicus*, *Heliotropium curassavicum*, *Boerhavia repens*, *Ipomoea indica*, *Lycium sandwicense*, and *Fimbristylis cymosa* on the adjacent drier areas. Nu'u offers excellent protected, managed, and appropriate habitat suitable for outplanting of several species of endangered plants (see Tables 1. and 2.). This action would further various actions called for in the Multi-Island Plants Recovery Plan and for the Maui Cluster of endangered plants. Also it would provide a linking corridor for the plant species being outplanted by the Haleakala National Park at Kipahulu (HALEK), and by the LHWRP.

Expected habitat results:

The project will preserve and facilitate the restoration of Maui's best remaining Southeast coastal wetland and the largest remaining dune system in the islands. This project will integrate waterbird habitat efforts on the island and support a network of protected areas which includes Kanaha Pond State Sanctuary, Kealia National Wildlife Refuge (<http://pacificislands.fws.gov/wnwr/mkealianwr.html>), LHWRP, HALEK, and Waihe'e (Map 1). The Nu'u Reserve will provide habitat critical for recovery of three listed, endangered waterbirds, as well as potential re-introduction sites for Hawaiian moorhen (*Gallinula chloropus sandwicensis*), Hawaiian goose, or Nene (*Branta sandwicensis*), and Laysan teal (*Anas laysanensis*). Its habitat type, location, and elevation provides outplanting potential for at least five endangered plant species, *Vigna o-wahuensis*, *Bonamia menziesii*, *Sebania tomentosa*, *Cenchrus agrimonioides*, and *Mariscus pennatiformis*.

1. Conservation of threatened and endangered species: What are the benefits to federally listed species, candidates or recently de-listed species?

Common Name	Scientific Name	Status	Recovery Priority No.	Project Benefits	Does the project support goals of a Recovery Plan or HCP? List plan and goal
Hawaiian Stilt	<i>Himantopus mexicanus knudseni</i>	Endangered	9	Protect and help recover	Endangered Waterbirds Recovery Plan; 1.11, 1.114, 1.116, 1173, 1174, 12, 13, 2, 5, 6
Hawaiian Coot	<i>Fulica alai</i>	Endangered	14	Protect and help	Endangered Waterbirds Recovery Plan; 1.11, 1.114, 1.116, 1173, 1174,

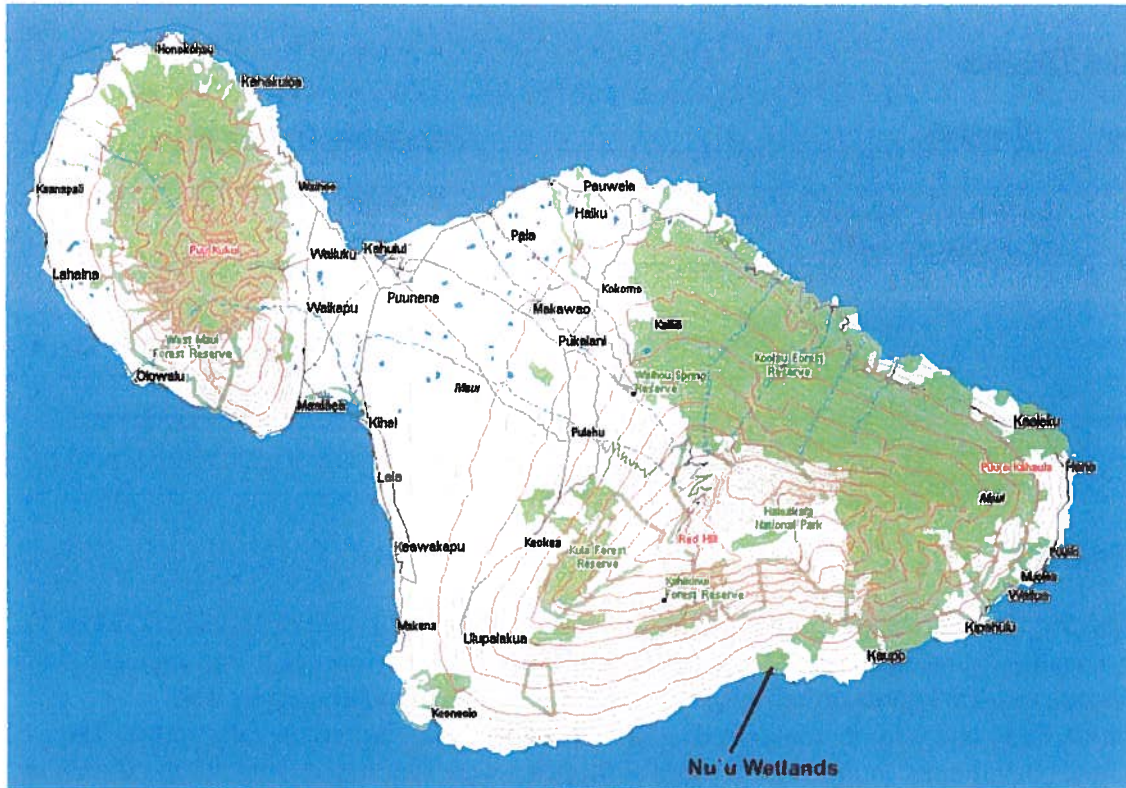
Anticipated Timeline:

Objective	Elements	Anticipated completion
Phase 1		
1	Acquire fee interest, extinguish development rights	March, 2007
Phase 2		
2	Habitat Management Plan	Fall, 2007
3	Restore Wetlands Habitat	Winter, 2007 – ongoing
4	Predator Control	Winter, 2007 – ongoing
5	Archaeological Conservation Plan	Fall, 2007
7	Archaeological Conservation/Restoration	Ongoing

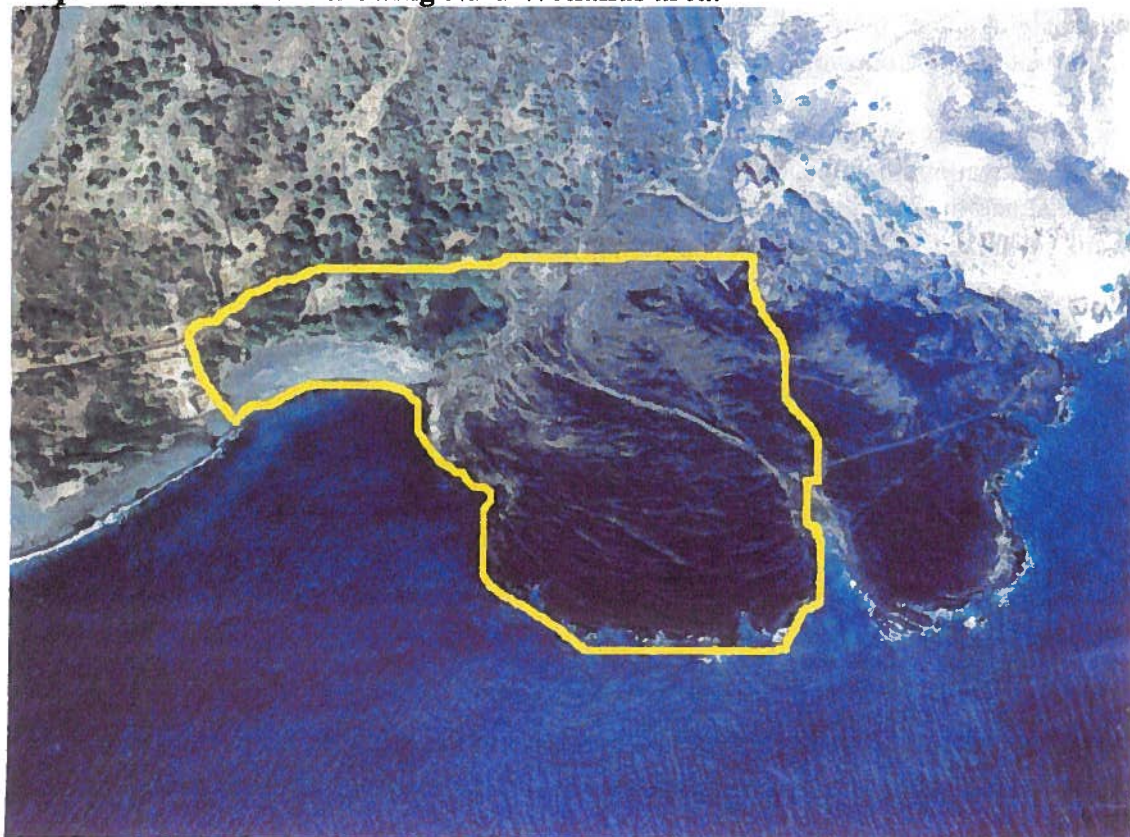
Project location:

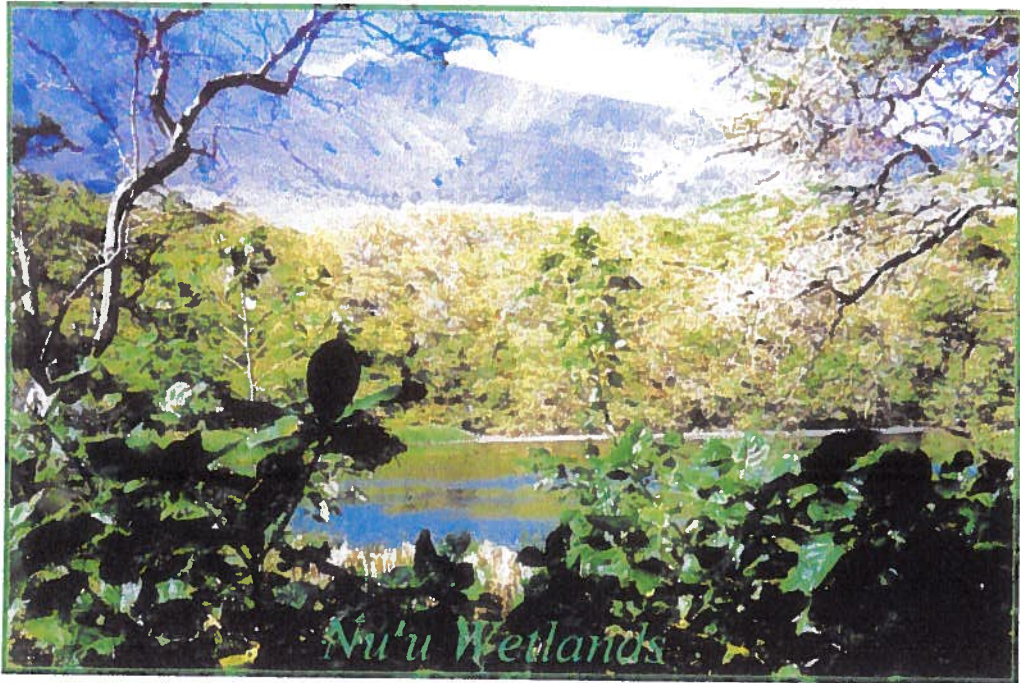
The Property is located on the Southeast coast of Maui at the foot of Haleakala (**Map 1**). For over a century it has been part of Kaupo Ranch, TMK (2)1-8-1 (portion). The adjacent lands to the west are the 4360 acres of Nu`u Ranch which has just been purchased by The Conservation Fund and will be transferred to Haleakala National Park in the near future. The adjacent lands just mauka (uphill) of the subject property were purchased from Kaupo Ranch in 2003 for conservation and are being managed in conjunction with LHWRP. This connectivity to protected lands guarantees there will be no adjacent development in the future which could have a negative impact on the Reserve.

The Nu`u Reserve would form a very important conservation addition to the to other actively managed wetland habitats on Maui: Kanaha Pond State Sanctuary, the Kealia National Wildlife Refuge and the Waihe`e Coastal Dunes and Wetlands Refuge, Haleakala National Park, and Leeward Haleakala Watershed Restoration Partnership lands.



Map 1. Island of Maui showing Nu`u Wetlands area.





(1) Wetlands Conservation: What is the breakdown by habitat type for the wetlands being conserved? (Only include the acres covered by this proposal)

Habitat type	Number of acres	Percentage of total project area
Declining coastal wetlands	Two acres (plus buffer)	3%
Stable coastal wetlands	Four acres (plus buffer)	6%
Marine intertidal and marine subtidal coral habitat	Entire coastline of parcel for marine intertidal habitat	TBD

Map 2. Outlined Tax Map Key of Nu`u Wetlands Parcel

Summary Information for Ranking National Coastal Wetlands Conservation Grant Program Proposals

Title: NU`U COASTAL WETLANDS REFUGE

Costs:	Coastal Wetlands Program Request	\$1,000,000	
	State	\$ 500,000	_
	Other (Federal)	\$1,500,000	_
	Other (Non-Federal)	\$1,500,000	_ Total
			\$4,500,000

Summary: Include a 2-5 sentence paragraph describing the project and its resource benefits.

The 78 acre Nu`u Makai Wetland Reserve) will conserve and protect over 6 acres of coastal, spring-fed wetland and approximately one mile of marine coastline for the recovery of native birds and native vegetation. In recent years, at least six endangered taxa, including the Hawaiian Stilt, Hawaiian Coot, Hawaiian Duck, Hawaiian Bat, Hawaiian Monk Seal, and Blackburn's Damselfly have been reported from the site. The site offers restoration and recovery habitat for five endangered plants, and two endangered birds.

Total wetlands	Six acres (plus buffers)	9%
Upland	72 acres (minus buffers)	91%
Total project acres	78 acres	100%

(2) Maritime Forest on Coastal Barriers: What plant species are present that are indicative of maritime forest as defined in the criteria?

Not applicable

(3) Long-term conservation: How long will the habitat benefits be provided by the project?

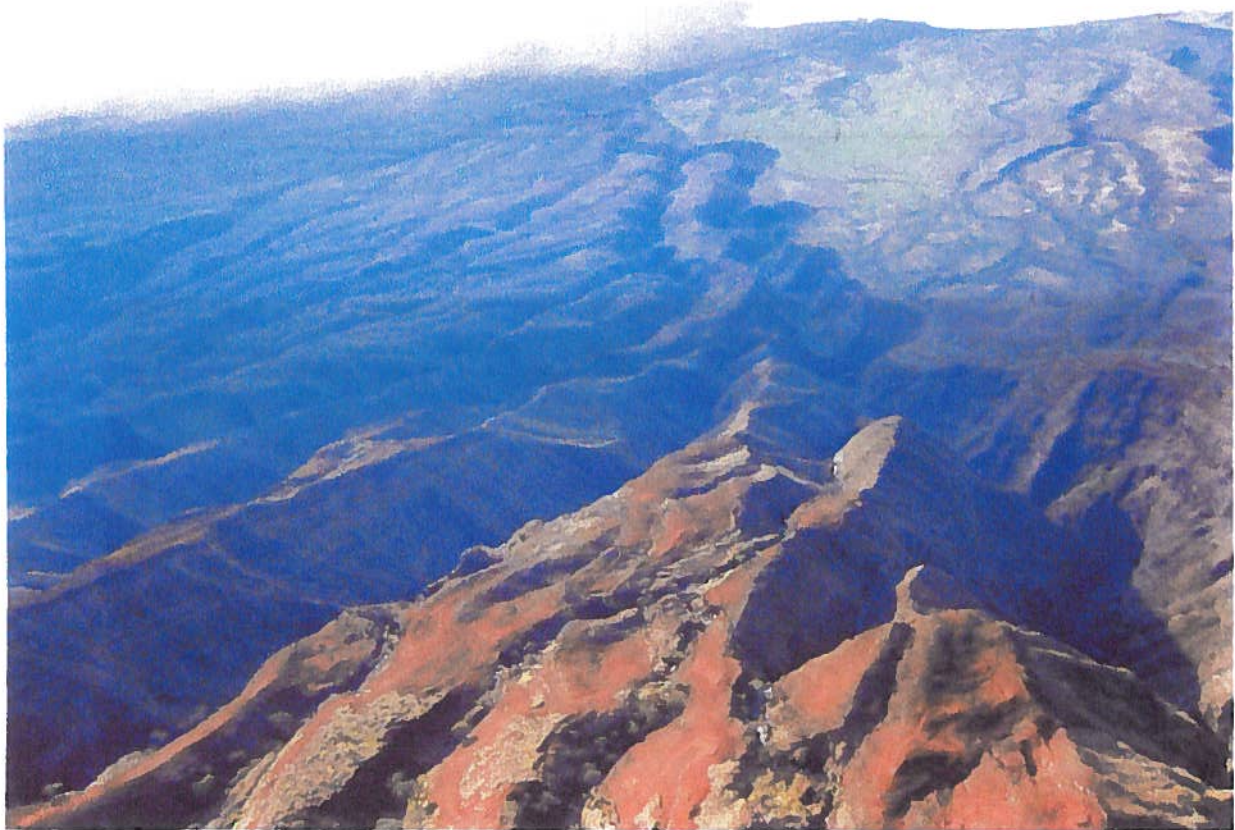
	Benefits in perpetuity (number of acres)	Benefits for 26-99 years (number of acres)	Benefits for 10-25 years (number of acres)
Easements			
Fee-title (no restoration)			
Fee-title (that will also be restored)	78 acres		

Not acquired, Restored only			
Not acquired, Enhanced only			
Other (please explain)			
Total			

****Haleakala National Park and Leeward Haleakala watershed protected lands adjacent to west and north of subject property will be enhanced by joint management of invasive species and feral predators, outplanting of native flora, removal of ungulates and other landscape scale ecological restoration activities**



Acreages of Nu'u acquisition and some surrounding areas to the parcel.



Nu'u showing the entire conservation complex it is embedded into, as seen from the top of the area towards the coastline. Nu'u is the coastal area starting at the top center, and to the right of center, on the coast line.

(4) Coastal watershed management: How will this project help achieve the goals of specific management plans and efforts?

Management plan or effort	How this project helps implement its goals
Leeward Haleakala Watershed Restoration Plan , Draft 2003	Supports Habitat Recovery goals of non-native species removals, erosion control, active native species management
Hawaii Wildlife Plan, 1983	Retains and protects habitat, recovery for T&E species, improves non-consumptive uses of wildlife
Threatened and Endangered Species Plan for Wildlife, Plants and Invertebrates, 1988	Preserves and protects representatives ecosystems and essential habitat, stops encroachments by exotic species. Helps

	recovery of T&E species
State Conservation Lands Plan 1984	Effective protection, prudent use of significant resources. Protects rare and T&E species. Effective protection and management of open space and natural areas.



Endangered Hawaiian Stilts in the Nu`u wetlands (spring, 2006)

(5a) Conservation of threatened and endangered species: What are the benefits to federally listed species, candidates, or recently delisted species?

Common Name	Scientific Name	Status	USFWS Recovery Priority No.	Project Benefits	Does the project support goals of a USFWS Recovery Plan or HCP? List plan and goal
Hawaiian Stilt	<i>Himantopus mexicanus knudseni</i>	Endangered	9	Restored habitat will provide additional nesting, loafing and foraging areas.	Endangered Waterbirds Recovery Plan 2005; 1.11, 1.114, 1.116, 1173, 1174, 12, 13, 2, 5, 6 . Goal is to restore and maintain multiple self-sustaining populations of listed federally endangered waterbirds until species recovery allows removal from endangered status
Hawaiian Coot	<i>Fulica alai</i>	Endangered	14	Restored habitat will provide additional nesting, loafing and foraging areas.	Endangered Waterbirds Recovery Plan 2005; 1.11, 1.114, 1.116, 1173, 1174, 12, 13, 2, 5, 6 Goal is to restore and maintain multiple self-sustaining populations of listed federally endangered waterbirds until species recovery allows removal from endangered status
Hawaiian Duck	<i>Anas wyvilliana</i>	Endangered	2	Restored habitat will provide additional nesting, loafing and foraging areas.	Endangered Waterbirds Recovery Plan 2005; 1.11, 1.114, 1.116, 1173, 1174, 12, 13, 2, 5, 6 Goal is to restore and maintain multiple self-sustaining populations of listed federally endangered waterbirds until species recovery allows removal from endangered status
Hawaiian Moorhen	<i>Gallinula chloropus sandvicensis</i>	Endangered	9	Restored habitat will provide additional nesting, loafing	Endangered Waterbirds Recovery Plan 2005; 1.11, 1.114, 1.116, 1173, 1174, 12, 13, 2, 5, 6 Goal is to restore and maintain multiple self-sustaining populations of listed federally endangered waterbirds until species recovery allows

				and foraging areas.	removal from endangered status
Laysan Duck	<i>Anas laysanensis</i>	Endangered	2	Restored habitat will provide additional nesting, loafing and foraging areas.	USFWS Laysan Duck Recovery Plan 3, 3.1.,3.3, and page 85 Goal is to restore and maintain multiple self-sustaining populations of listed federally endangered Laysan Ducks until species recovery allows removal from endangered status
Hawaiian Goose	<i>Branta sandvicensis</i>	Endangered	2	Restored habitat will provide additional nesting, loafing and foraging areas.	USFWS Hawaiian Goose Recovery Plan 2004,1,11,12,5,51,52,6,61,62 Goal is to restore and maintain multiple self-sustaining populations of listed federally endangered Hawaiian Goose until species recovery allows removal from endangered status
Hawaiian Monk Seal	<i>Monachus schauinslandi</i>	Endangered		Protect and help recover by retoring habitat	USFWS Recovery Plan for the Hawaiian Monk Seal 1983; 1.3, 2, 2.1, 2.11,2.34,2.36,3, 3.11,3.13,3.14,3.2,3.24, 4, 4.1, 4.2,6 Monitor and protect habitat until species recovery allows removal from endangered status
Hawaiian Bat	<i>Lasiurus cinereus semotus</i>	Endangered	9	Protect and help recover	USFWS Hawaiian Hoary Bat Recovery Plan 1987, 221 Protect foraging and roosting areas until species recovery allows removal from endangered status
Damselfly	<i>Megalagrion blackburni</i>	Endangered		Protect and help recover	
No name	<i>Bonamia mensiezii</i>	Endangered	5	help recover	USFWS Multi-Island Plants recovery plan 1999 , 1,13,141,141,143,2,22,5,56,6,6

					1,62, Protect habitat, control threats, reestablish in wild, revise recovery criteria
Kamanoma no	<i>Cenchrus agrimonoides</i>	Endangered	5	help recover	USFWS Multi-Island Plants recovery plan 1999 , 1,13,141,141,143,2,22,5,56,6,6 1,62, Protect habitat, control threats, reestablish in wild, revise recovery criteria
No name	<i>Mariscus pennatifolius</i>	Endangered	5	help recover	USFWS Multi-Island Plants recovery plan 1999 , 1,13,141,141,143,2,22,5,56,6,6 1,62, Protect habitat, control threats, reestablish in wild, revise recovery criteria
Ohai	<i>Sesbania tomentosa</i>	Endangered	8	help recover	USFWS Multi-Island Plants recovery plan 1999 , 1,13,141,141,143,2,22,5,56,6,6 1,62, Protect habitat, control threats, reestablish in wild, revise recovery criteria
Oahu verna	<i>Vigna o-wahuensis</i>	Endangered	5	help recover	USFWS Multi-Island Plants recovery plan 1999 , 1,13,141,141,143,2,22,5,56,6,6 1,62, Protect habitat, control threats, reestablish in wild, revise recovery criteria

(5b) What are the benefits to State species of concern?

Fauna					
Scientific name	Common name	Status	Current at Nu'u	Known from adjacent habitats	Restoration potential
<i>Himantopus mexicanus knudseni</i>	Hawaiian Stilt, ae'o	Endangered	Nesting, foraging, resident	Kanaha, Kealia	Increased numbers via protection from predators, habitat improvements
<i>Anas wyvilliana</i>	Hawaiian Duck, Koloa	Endangered	Loafing, Foraging, Resident	Kanaha, Kealia	Increased numbers via protection from

					predators, habitat improvements
<i>Gallinula chloropus sandvicensis</i>	Hawaiian Gallinule, `Alae `ula	Endangered	No information	No	Historically known from Maui, reintroduction criteria for delisting, Nu'u provides translocation habitat
<i>Fulica alai</i>	Hawaiian Coot, `Alae ke`oke`o	Endangered	Nesting, foraging, resident	Kanaha, Kealia	Increased numbers via protection from predators, habitat improvements
<i>Anas laysanensis</i>	Laysan Duck	Endangered	No information		Historically known from Maui, reintroduction criteria for delisting, Nu'u provides excellent translocation habitat
<i>Heteroscelus incanus</i>	Wandering tattler, Ulili		Foraging, winter resident	Common	Increased habitat
<i>Arenaria interpres</i>	Ruddy turnstone		Foraging, winter resident	Common	Increased habitat
<i>Branta sandvicensis</i>	Hawaiian Goose, Nene	Endangered	No Information	Kahikinui, Haleakala National Park	Potential for introduction, provides lowland coastal habitat, predator protection
<i>Anas clypeata</i>	Northern Shoveler, koloa moha		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas acuta</i>	Northern Pintail, koloa		Foraging, winter resident	Kanaha, Kealia	Increased habitat

	mapu				
<i>Anas americana</i>	American wigeon		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas discors</i>	Blue-winged Teal		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas crecca</i>	Green-winged Teal		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas penelope</i>	Eurasian wigeon		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Aythya affinis</i>	Lesser scaup		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Numenius tahitiensis</i>	Bristle-thighed curlew		Occasional Foraging, winter resident	uncommon	Increased habitat
<i>Calidris alba</i>	sanderling		Foraging, winter resident	Common	Increased habitat
<i>Pluvialis fulva</i>	Pacific golden plover		Foraging, winter resident	Common	Increased habitat
<i>Nycticorax nycticorax</i>	Black-crowned night heron		Foraging, nesting, resident	Common	
<i>Asio flammeus</i>	Short-eared owl		Foraging, nesting, resident	Uncommon	
Mammals					
<i>Monachus schauinslandi</i>	Hawaiian Monk Seal	Endangered	Loafing	Uncommon But regular	Increased habitat
<i>Lasiurus cinereus semotus</i>	Hawaiian Bat	Endangered	Resident, foraging	Uncommon, Kipahulu	Increased habitat
Insects					
<i>Megalagrion blackburni</i>	Blackburn's Hawaiian damselfly	Endangered	Breeding resident	Kanaha and Kanaio	Increased habitat
Plants					
<i>Bonamia menziesii</i>		Endangered			Increased outplanting habitat, threat protection
<i>Cenchrus agrimonoides</i>	Kamanomano	Endangered			Increased

<i>Mariscis pennatiformis</i>		Endangered			outplanting habitat, threat protection
<i>Sesbania tomentosa</i>	Ohai	Endangered			Increased outplanting habitat, threat protection
<i>Vigna o-wahuensis</i>	Oahu vigna	Endangered			Increased outplanting habitat, threat protection

(6) Benefits to fish: What are benefits to anadromous, interjurisdictional, and other important species?

The intertidal and nearshore marine environment at the Nu`u Landing site is one of the most pristine marine areas on the southern coast of Maui. Unlike many coastal areas, this area has not been impacted by non-native invasive algal species and the reefs are healthy. The lack of significant development in the area, combined with the actions of the Nu`u wetlands to filter uplands runoff before it reaches the ocean results in low nitrogen and phosphorus loading in the area. This is particularly advantageous to the subtidal benthic coral reefs which can be heavily impacted by sedimentation and nutrient loading from unprotected uplands. The reefs in the Nu`u Landing area are strongly influenced by the significant currents of the Alenuihaha Channel that separates Maui from the island of Hawaii, and this flushing action contributes to making this one of the most pristine marine areas in the islands.

The control of uplands runoff and the dynamic nature of the currents in the area also are both critical to maintaining the biodiversity of the coral reef environment adjacent to the Property. Although the area is popular for shore-side pole fishing, aggressive ocean conditions minimize skin diving and scuba diving on these reefs, thereby reducing the fishing pressure on, or collateral damage to, small aquarium fish species or benthic invertebrate species such as crustaceans, bivalves, or gastropods.

Because the ocean bottom drops quickly to depth, the area is a very rich one for nearshore pelagic fish, particularly Ulua (*Caranx* sp.) and Aweoweo (*Priacanthus meeki*) and is a very productive and popular shorefishing area. The presence of nearshore lava caves and high rugosity reefs make this area a very productive one for many invertebrate species, especially the Hawaiian spiny lobster (*Panulirus marginatus*). Once again, the filtering effects of the Nu`u wetlands on uplands runoff serves as an important buffer for marine water quality.

Marine Fauna				
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Scientific name	Common name	Location	Current/historic at Nu'u	High restoration potential
(<u>Caranx</u> sp.)	Ulua (Jack, Trevelley)	Pelagic	Abundant in nearshore waters	Maintain abundance
<u>Priacanthus meeki</u>	Aweoweo (Hawaiian Big-eye)	Reef system	Abundant in nearshore waters	Maintain abundance
<u>Panulirus marginatus</u>	Hawaiian Spiny Lobster	Reef system	Abundant in reef, suffers from collection	Enhance via control of overcollection

7) Coastal-dependent or migratory birds: What are the benefits to specific coastal-dependent or migratory species?

Scientific name	Common name	Status	Current at Nu'u	Known from adjacent habitats	Restoration benefits
<i>Himantopus mexicanus knudseni</i>	Hawaiian Stilt, ae'o	Endangered	Nesting, foraging, resident	Kanaha, Kealia	Increased numbers via protection from predators, habitat improvements
<i>Anas wyvilliana</i>	Hawaiian Duck, Koloa	Endangered	Loafing, Foraging, Resident	Kanaha, Kealia	Increased numbers via protection from predators, habitat improvements
<i>Gallinula chloropus sandvicensis</i>	Hawaiian Gallinule, `Alae `ula	Endangered	No information	No	Historically known from Maui, reintroduction criteria for delisting,

					Nu'u provides translocation habitat
<i>Fulica alai</i>	Hawaiian Coot, `Alae ke`oke`o	Endangered	Nesting, foraging, resident	Kanaha, Kealia	Increased numbers via protection from predators, habitat improvements
<i>Anas clypeata</i>	Northern Shoveler, koloa moha		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas acuta</i>	Northern Pintail, koloa mapu		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas americana</i>	American wigeon		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas discors</i>	Blue-winged Teal		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas crecca</i>	Green-winged Teal		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Anas penelope</i>	Eurasian wigeon		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Aythya affinis</i>	Lesser scaup		Foraging, winter resident	Kanaha, Kealia	Increased habitat
<i>Numenius tahitiensis</i>	Bristle-thighed curlew	SOC	Occasional Foraging, winter resident	uncommon	Increased habitat
<i>Calidris alba</i>	sanderling		Foraging, winter resident	Common	Increased habitat
<i>Pluvialis fulva</i>	Pacific golden plover		Foraging, winter resident	Common	Increased habitat

(8) Prevent or reduce contamination: What are the contaminants benefits?

Contaminant	Benefits	Does the help meet the goals of a specific management plan? List plan and
Sediment	Water quality of wetlands, and protect adjacent reefs	Hana Community Plan (1994) Protects open space and prevents erosion and ocean run-off CZM Plan including Hawaii

		<p>Implementation Plan for Polluted Runoff Control (2000), Hawaii Unified Watershed Assessment (1998) Hawaii's Local Action Strategy to Address Land Based Pollution threats to Coral Reefs (2004) Goals: employs a wide variety of regulatory and non-regulatory techniques to address coastal issues and uphold environmental law. Among them are stewardship, planning, permitting, education and outreach, technical assistance to local governments and permit applicants, policy development and implementation, and identification of emerging issues and exploration of solutions.</p>
<p>Feral animal feces, urine, and animal induced soil erosion</p>	<p>Decreased upslope soil disturbance and grazing impacts on native flora and resulting in reduction of sediment washouts and nutrient loads reaching near shore waters. Reduction/cessation of nutrient induced algal blooms on reefs</p>	<p>Interim State Strategic Plan for Invasive Species Prevention, Control, Research and Public Outreach.</p> <p>Endangered Species Recovery Plans (Hawaiian Forest Bird, Hawaiian Waterbird, and Hawaiian Plants ALL categorically call for removal of feral deer, swine, goats and cattle as objectives for recovery)</p> <p>CZM Plan including Hawaii Implementation Plan for Polluted Runoff Control (2000), Hawaii Unified Watershed Assessment (1998) Hawaii's Local Action Strategy to Address Land Based Pollution threats to Coral Reefs (2004)</p>
<p>Hazardous waste cleanup (mercury, lead, hydrocarbons)</p>	<p>Removal of lead-acid batteries, lead fishing weights and derelict 55-gallon drums from areas inside parcel</p>	<p>CZM Plan including Hawaii Implementation Plan for Polluted Runoff Control (2000), Hawaii's Local Action Strategy to Address Land Based Pollution threats to Coral Reefs (2004)) Goals: employs a wide variety of regulatory and non-regulatory techniques to address coastal issues and uphold environmental law. Among them are stewardship, planning, permitting, education and outreach, technical assistance to local governments and permit applicants, policy development and implementation, and identification of emerging issues and exploration of solutions.</p>
<p>Trash Control</p>	<p>Decreasing dumping (vehicles, batteries, appliances, etc.)</p>	<p>Hana Community Plan (1994) Protects open space and prevents erosion and ocean run-off</p>

(9) Catalyst for future conservation: What other conservation efforts would benefit from this project?

Projects	Benefits *
Leeward Haleakala Watershed Restoration Partnership (totaling 43,000+ acres)	Contiguous restoration efforts (ungulate and invasive species control, rare plant species enhancement, restoration of endangered birds, etc.); water quality protection reduction of sediment runoff.
Partnership for Wildlife (Kaupo Ranch, USFW, DLNR)	Continues the partnership

* The Nu'u acquisition is the remaining land parcel in a landscape scale protected conservation matrix; it provides not only the single coastal wetland on the entire southern coast of East Maui but Nu'u also *is* the seaward connection for the Leeward Haleakala Watershed Restoration Partnership lands north and west of Nu'u. The secluded and unique coastal Nu'u parcel is on the market for sale; if sold for condominium and residential or hotel development the surrounding conservation matrix would be fragmented, and disjunct along the coastal reaches, and the only southern coastal wetland with its rare vegetation and endangered waterbird and Hawaiian Monk Seal habitat would be irreparably compromised.



Hawaiian Monk Seal haulout area on Nu`u shoreline



Nu`u wetlands with *Kaluha* and *Makaloa* Sedgeland habitat, at interface to *Akulikuli* Herbland

(10) Partners in conservation: What are the sources and amounts of financial support being provided by partners?

Organizations/individuals providing match	Monetary value of support**
State of Hawaii Land Conservation Fund	\$ 500,000
Maui County Open Space Preservation fund	\$ 500,000
Current Landowners (Bargain Sale of Property)	\$ 1,125,000 (minimum, could be as high as \$2.25 M)
USFW Recovery Land Act funds	\$ 1,000,000
NOAA Coastal and Estuarine Land Conservation Fund	\$ 500,000

** We have ordered an appraisal of the Nu`u parcel and are waiting for that to be completed, which we hope to happen in the near future. We have received a verbal commitment from the Kaupo Ranch partners that whatever the property appraises for they will give us *at least* a 25% match based on this appraisal value.

The other sources of funding we will apply for are the state Legacy Lands Act funding and Maui County Open Space Preservation Funds. However, because we are still waiting for the appraisal value to be drawn up, we have not applied for these funds yet.

(11) Federal share reduced: Is the Federal match share reduced by contributions from State and other non-Federal sources? To what extent? In-kind funding is not eligible as match under this criterion, only cash contributions. (See instructions for guidance on the calculation.)

Our federal match will come from three sources, namely the landowners who will contribute at least 25% of the value of the property; the Legacy Lands Act funding through the state and the Maui County Open Space Preservation Funds. We have a high degree of confidence that all of these sources will provide the required state/municipal match requirements. Sellers will provide a "bargain sale" price which will be at least 25% of the sale price, and potentially as much as 50% (e.g., between \$1.125 M and \$2.25 M dollars). These are real cash-equivalent contributions to the local share, and not "in-kind" values.

Total project costs	\$4,500,000
Required State match	\$1,125,000
Additional cash contribution (i.e., not in-kind or land in the case of States) by State or	\$ 2, 000,000
Percent increase over required match (see instructions)	19%

(12) Education/outreach or wildlife-oriented recreation: What site-specific educational or outreach programs or wildlife-oriented recreation programs or products are made possible by this project?**

Site-specific programs or products	Audience/participants	Estimated size of audience/participants
Wildlife viewing	General Public; school groups	500+
Shore Fishing and gathering	General Public; native Hawaiians	250+
Wetland Ecosystem Restoration	Volunteers, school groups, Native Hawaiian Plant Society	200+

** There is not a specific educational outreach plan for the area. We will, however, develop an education and outreach plan for Nu'u as part of the management plan. Generally, this plan would involve a three fold outreach effort. The first element would be to offer hikes to Nu'u which describe the ecological, cultural and historical significance of this area. The second element would be to cultivate a public volunteer group who would be willing to assist us in our habitat restoration efforts. The third element will involve making a liaison with the Department of Education and to give students and teachers the opportunity to use this site for educational purposes that meet the Department of Education's standards. (Of course the Nu'u refuge would be open to students of all ages and disciplines, including college and university students, but the majority of our efforts would be focused on bringing out local students).

(13) **Other factors: What other benefits does the project provide?** (Only include benefits **not described** in criteria 1-12.)

Other factors	How the project addresses them
Cultural Practices	Traditional gathering
Archaeological Protection and Interpretation	Prevent degradation of extensive archeological sites on the property and allow public access to view protected sites
Ahupua`a Protection	Completes the protection of the ahupua`a from the shoreline to the summit of Haleakala
Open Space	Prevent development and preserve viewshed from uplands and the ocean
Rare Habitat Type Protection and Enhancement	Rare <i>Schoenoplectus/Bulboschoenus/Cyperus</i> Sedgelands and <i>Erythrina</i> Forest Habitats (Cuddihy & Stone 1990, and Wagner,Herbst, Sohmer 1990**) will be protected and enhanced

**** Cuddihy,L.W. and C.P. Stone 1990. Alteration of Native Hawaiian Vegetation: Effects of Humans, their Activities, and Introductions. U. of Hawaii Press; W.L. Wagner, D.R.Herbst, and S.H.Sohmer 1990. Manual of the Flowering Plants of Hawaii, U. of Hawaii Press. **

The rural setting of the Subject Property has minimized degradation of the regional conservation values to this point in time, but the enormous developmental pressures on Maui are resulting in the rapid conversion of rural lands from agricultural uses to ownership by private buyers interested in residential development. The southeastern portions of Maui (Nu`u, Kaupo, Kipahulu) are rapidly being converted to private, small-parcel ownership and improvements in roads and utilities have made this a prime area for residential development over the next 20 years.

The large sections of preserved lands adjacent to the Subject Property (including Haleakala National Park and the Leeward Haleakala Watershed Restoration Partnership) provide an unparalleled opportunity to assure the Nu`u wetlands and coastal strand are not going to be negatively impacted by adjacent development. In Hawaii, the regional ahupua`a (roughly, the local watersheds) are the core ecological segments that maintain environmental health. Permanent protection of the Nu`u wetlands are the final key piece of the Nu`u ahupua`a that remain to be preserved. The reason that there are significant archaeological features to the site (ancient Hawaiian village structures, pictographs, pre-historic canoe landing and fish preparation areas) is that this was the critical, productive interface between uplands and ocean. This where the Hawaiians were able to successfully fish, capture birds, and use the wetlands areas for taro production. This is the environment that must be protected to ensure intact ahupua`a function.

Other considerations/tie-breakers (These apply if there is a tie, need to include):

1) Is the habitat imminently threatened?

XX ☐ Yes ☐ No

Threat(s)	Severity
Development as prime shoreline property	High, property currently being appraised and will be put on market for (likely) residential development if it cannot be protected for conservation.

2. Does the site have unique and significant diversity?

XX ☐ Yes ☐ No

Unique biodiversity	Supportive evidence
Endangered Waterbirds, Hawaiian Hoary Bat, Monk Seal, Blackburn's Hawaiian Damselfly.	Waterbird surveys, DLNR-DOFAW field observations
Makaloa (<i>Cyperus</i>) and Kaluha (<i>Bulboschoenus</i>) Sedgeland habitat; Akulikuli (<i>Sesuvium</i>) Herblands habitat	DLNR-DOFAW plant surveys, and field observations
Haul-out and refuge site for Hawaiian Monk Seal	Field observations DLNR-DOFAW

3) What are the costs per acre? (Lesser costs would be preferable, all other factors being equal).

Habitat conservation approach	Costs per acre
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Acquisition	\$ 37,500.
Easements	
Restoration	

4a) **Are there new sources of funds, lands, or services being applied to this project?** (As opposed to lands already owned by the State or third party that are being offered as match).

XX ☐ Yes ☐ No

(4b) **What percentage of the funds, lands, or services is new?** 100 percent

INSTRUCTIONS FOR SUMMARY INFORMATION FOR RANKING
NATIONAL COASTAL WETLANDS CONSERVATION GRANT PROGRAM PROPOSALS

A. Prepare your grant proposal.

B. Guidance and examples for calculation for question #11.

NOTE TO APPLICANTS AND REVIEWERS: *The purpose of this criterion is to increase the amount of match dollars from non-Federal sources. This decreases the need for Federal match dollars, so that Federal dollars can help more projects.*

Documentation of each partner's financial commitment must accompany the proposal to receive points.

If the State itself provides the excess match it will receive credit for reducing the Federal share. Each 5 percent above the required match would be approximately equal to 1 point.

The following two examples, using both a 50 and 75 percent Federal match share, define a 10 percent increase in a State's match amount.

EXAMPLE 1 - 50 Percent Federal Match

If the total project costs are:	\$
Then the required State match share is:	\$50,000
If the State or a partner provides an additional cash contribution equal to 10 percent of the \$50,000*:	\$5,000

This is defined as a 10 percent increase in the State match

EXAMPLE 2 - 75 Percent Federal Match

If the total project costs are:	\$
Then the required State match share is:	\$25,000
If the State or a partner provides an additional cash contribution equal to 10 percent of the \$25,000*:	\$2,500

This is defined as a 10 percent increase in the State match.

* From sources other than Federal agencies. Natural Resource Damage Assessment funds may in some cases be defined as "non-Federal." See discussion under 50 CFR 84.46 "What are the cost sharing requirements?"

Paperwork Reduction Act and the Privacy Act - Notices

1. In accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. 3501. et seq.) and the Privacy Act of 1974 (5 U.S. C. 552a). please be advised that the gathering of information on fish and wildlife is authorized by:

- (a) Pub. L. 101-646 Coastal Wetlands Planning, Protection and Restoration Act of 1990
- (b) Title 43, Part 12 of the Code of Federal Regulations
- (c) Title 50, Part 80 of the Code of Federal Regulations
- (d) Title 50, Part 84 of the Code of Federal regulations

2. Information requested in this form is purely voluntary, however, submission of requested information is required in order to process grants authorized under the above authorities. Failure to provide all requested information is sufficient cause to delay the issuance of a grant. Response is not required unless a currently valid Office of Management and Budget (OMB) control number is displayed.

3. Routine use disclosures may also be made:

- (a) to the U.S. Department of Justice when related to litigation or anticipated litigation,
- (b) Information indicating a violation or potential violation of a statute, regulation, rule, policy or Court order to appropriate Federal, State, or local agency responsible for investigation or Prosecuting the violation or for enforcing or implementing the statute, rule, regulation, or order, or
- (c) in response to a request from a Congressional office.

4. For individuals, personal information such as home address and telephone number, financial data, and personal identifiers (Social Security Number, birth date, etc.) will be removed prior to any release of the grant application or proposal.

5. The public reporting burden for this information collection is 30 minutes. This burden estimate includes time for reviewing instructions, gathering and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of the form to the Service Information Clearance Officer, U.S. Fish and Wildlife Service, Mail Stop 222, Arlington Square, U.S. Department of the Interior, 1849 C Street N. W., Washington, D.C., 20240.

Freedom of Information Act - Notice

For organizations, businesses, or individuals operating as a business we request that you identify any information that should be considered privileged and confidential business information to allow the Service to meet its responsibilities under FOIA. Confidential business information must be clearly marked "Business Confidential" at the top of the page and each succeeding page, and must be accompanied by a non-confidential summary of the confidential information. The non-confidential summary may be made available to the public under FOIA [43 CFR 2.13(c)(4), 43 CFR 2.15(d)(1)(i)].

Exhibit C

Checklist for Acquisition Subgrants

DRAFT

FOR FEDERAL RLA AND NCW SUBGRANTEES: The following items must be completed to the STATE's satisfaction prior to the final award:

- € Title report review and appraisal certification. A current title report of the property interest to be acquired must be obtained and may need to be approved through the Department of Land and Natural Resources, Land Division ("LD"). Prior to purchase, all properties must have a current appraisal that is prepared to Uniform Appraisal Standards for Federal Land Acquisition (UASFLA), otherwise known as "Yellow Book" standards. The appraisal must also be reviewed to ensure compliance with Yellow Book standards. The appraisal review can be conducted one of three ways: 1) licensed and trained State agency staff, 2) a contract with appropriately licensed and trained personnel, or 3) the Department of Interior Appraisal Services Directorate (ASD). If the appraisal will go through ASD, coordination with ASD prior to contracting the appraisal is needed to ensure that the appraisal will meet all Federal requirements and review procedures.
- € Appraisal cost and title work. The cost of conducting the appraisal(s) and completing title work in accordance with Federal requirements must either be assumed by the State, a non-Federal subgrantee, or included in the total cost of the proposal.
- € Matching funds. Evidence of matching funds, as required by law, must be provided to DLNR. In cases where property value is to be used as cost sharing or match for the grant, review and approval of the match property, including the certification of current market value, must occur during the effective grant period to ensure that the property is consistent with the draft *Guidance on the Use of Land as Match for Federal Assistance Grants*.
- € Escrow. Funds that are to be used for the purchase of property will be deposited directly into escrow by DLNR.
- € Title insurance. Title insurance in the full amount of the purchase price must be obtained, insuring that the title to the Property is vested in the Subgrantee.
- € Title Vesting Evidence. The following must be included on the title:
 - 1) A legal description of the property.
 - 2) The following deed restrictions:
 - i. The above described property is acquired in part with funding received by the State from Grant Agreement Number _____ dated _____ between the U.S. Fish and Wildlife Service and the State of _____, Department of _____, and is subject to all the terms and conditions of the grant agreement.
 - ii. A copy of Grant Agreement Number _____ is kept on file at:

U.S. Fish and Wildlife Service
Division of Federal Assistance
911 NE 11th Avenue
Portland, Oregon 97232-4181

- iii. The land shall be managed in perpetuity for the conservation of the species covered under Grant Agreement Number _____.
- iv. This acquisition is for the protection of threatened or endangered species habitat in perpetuity and shall run with the land to all heirs and successors.
- v. When subject property is used for purposes which interfere with the accomplishment of approved purposes, the violating activities must cease and any adverse effects resulting must be remedied (43 CFR 12.71).
- vi. Violations of grant terms are subject to 43 CFR 12.71 and the State must contact the Service for disposition instructions which could result in a requirement that the State:
 - 1. Acquire title to and manage other real property that is of equal value and serves the same purposes for which the property was originally acquired;
 - 2. Repay to the Service, in cash, the proportionate share of the funds of the original purchase price, or if greater, of a newly determined value based on the current fair market value of the land, parcel of land, or any portion thereof; or
 - 3. As a last resort, transfer the subject property to the Service or to a third party designated or approved by the Service.

€ Accounting. The Subgrantee must provide an accounting of all subgrant funds to be expended, evidenced by supporting documentation.

€ ESA. One or more Environmental Site Assessment(s) (ESA) as may be required by STATE.

€ HRS Ch. 343 compliance. An Environmental Assessment and/or Cultural Assessment as may be required by law.

€ Resource value documentation. The Subgrantee shall submit a written statement and photographs that reflect the current status and condition of the resources for which the land is to be protected. The statement shall be certified by the subgrantee and the photographs shall be taken from identifiable locations on the Property.

€ Deed. The Subgrantee shall submit a copy of proposed deed prior to execution of the deed for review and approval by the STATE.